



Invitation to Bid (ITB) for Services

**Provision of Technical Documentation for
reconstruction of Vranje Hospital Wards**

ITB Ref No:UNOPS-EP-2017-S-029

Version: v2016.1.1

Invitation letter

Dear Sir/Madam,

Subject: Invitation to Bids for the Supply of technical documentation for reconstruction of hospital wards in Vranje, Republic of Serbia – ITB Ref No.: UNOPS-EP-2017-S-029

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective bidders to submit a bid in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

The ITB consists of the following:

- This Invitation Letter
- Section I: ITB Particulars
- Section II: Instructions to Bidders
- Section III: Evaluation Criteria
- Section IV: Schedule of Requirements
 - Section V: Returnable Bidding Forms
 - Form A: Bid/No Bid Confirmation Form
 - Form B: Checklist Form
 - Form C: Bidder Information Form
 - Form D: Joint Venture Partner Information Form
 - Form E: Bid Submission Form
 - Form F: Price Schedule Form
 - Form G: Technical Bid Form
 - Form J: Performance Statement Form
 - Form K: No Adverse Action Confirmation Form
- Section VI: Contract Forms
 - VI-1: UNOPS General Conditions of Contract
 - VI-3: UNOPS sample contract for Services

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it to UNOPS by the deadline for bid submission set out in Section I: ITB Particulars.

Please acknowledge receipt of this ITB by returning Form A (see Section V, Returnable Bidding Forms) as far in advance of the bid opening date as possible, to the email address: srpc.procurement@unops.org, indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

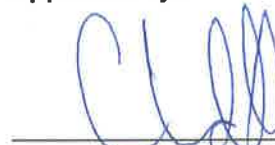
We look forward to receiving your bid.

Pre-cleared by:



Name: Bozidar Radivojevic
Title: Procurement Officer
Date: 09 June 2017

Approved by:



Name: Graeme Tyndall
Title: UNOPS RSOC Manager
Date: 09 June 2017

Section I: ITB Particulars

The following specific data shall complement, supplement or amend the provisions in Section II: Instruction to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section II: Instructions to Bidders.

Instructions to Bidders Article	Particulars
Scope of Bid (Article 1)	The services include development of the technical documentation for the reconstruction of Vranje Hospital wards functionally connected with the Surgery block that is under construction. The services include provision of Concept Solution, Design for the building permit and Detailed Design for the execution of works on Hospital Wards in Vranje, Republic of Serbia, as further described in Section IV of this ITB.
Contact person for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this ITB shall be sent to:</p> <p style="text-align: center;">Procurement Unit United Nations Office for Project Services srpc.procurement@unops.org</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Article 22).</p>
Interpretation of the ITB (Article 2)	This ITB is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx) and other relevant Organisational Directives and Administrative Instructions that are referred to in the Procurement Manual. In case of contradictions between this ITB and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.
Bidder Eligibility (Article 4)	No nationalities are excluded from submitting a bid.
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from bidders will not be accepted any later than 28 June 2017.</p> <p>Responses to requests for clarification and/or amendments shall be communicated to bidders by posting responses on UNOPS web site www.unops.org, UNGM web site www.ungm.org, LBHT web site www.sagradimodom.org, and European PROGRES website www.europeanprogres.org under ITB Case No. UNOPS-EP-2017-S-029</p>
Clarification or Pre-bid Meeting (Article 8)	<p>A clarification or pre-bid meeting shall be held as follows:</p> <p>Date: 21 June 2017 Time: 12:00h Location: General Hospital Vranje, Jovana Jankovica Lunge 1 The clarification meeting is not mandatory.</p>

Site Inspection (Article 9)	<p>A group site inspection shall be held as follows: Date: 21 June 2017 Time: 12:00h Location: General Hospital Vranje, Jovana Jankovica Lunge 1 The site inspection is not mandatory.</p> <p>Bidders shall notify UNOPS at least one (1) day in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend.</p>
Bid validity period (Article 12)	Bids shall remain valid for acceptance by UNOPS for 120 days from the Deadline for Bid Submission.
Partial bids (Article 13)	Partial bids shall not be allowed. Bidders must quote prices for the total services for the total requirement requested under Section IV: Schedule of Requirements. Evaluation will be done for the total requirement.
Alternative bids (Article 14)	Alternative bids are not accepted.
Bid Currenc(ies) (Article 16)	Prices shall be quoted in USD UNOPS reserves the right not to reject any bid stated in other currency than above.
Duties and Taxes (Article 17)	All bids shall be submitted net of any direct taxes.
Bid Security (Article 18)	Bid security is not required.
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 English.
Deadline for Bid Submission (Article 21)	All bids must be submitted by 12:00h, noon, CET on 03 July 2017 (Belgrade, Serbian time zone UTC+01:00)

<p>Bid Submission (Article 22)</p>	<p>Bids must be submitted as follows:</p> <p>By mail or personal delivery in sealed envelopes by the Deadline for Bid Submission. The sealed envelopes shall contain one soft copy and two hardcopies. The two hardcopies shall comprise one original hardcopy bid marked "Original". One hardcopy of the bid marked "Copy" shall also be submitted. In the event of any discrepancy between the soft and/or hardcopies of the bid, the bid marked as "Original" shall govern. The envelope shall be labelled as follows:</p> <p style="text-align: center;">***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED***</p> <p style="text-align: center;">United Nations Office for Project Services Skerliceva 4, 11 000 Belgrade Republic of Serbia</p> <p>Personal delivery shall be made between the hours of 08:00h and 17:00h on UNOPS regular working days by the Deadline for Bid Submission.</p> <p>Att.: Chair Person, Bid Opening Committee. Case No.: UNOPS-EP-2017-S-029 Deadline for Bid Submission: 12:00h on 03 July 2017 Belgrade, Serbian time zone UTC+01:00</p> <p style="text-align: center;">From: <i>[Insert bidder's name & details]</i>]</p>
<p>Opening of Bids (Article 24)</p>	<p>Public bid opening will not be held.</p>
<p>Type of contract to be awarded (Article 33)</p>	<p>UNOPS will sign the following contract with the awarded bidder(s): Services Contract.</p>
<p>Signing of contract (Article 33)</p>	<p>UNOPS plans to award the contract by mid July 2017.</p>
<p>Performance Security (Article 34)</p>	<p>Performance security is not required.</p>
<p>Payment terms (Article 35)</p>	<p>Within 30 days after receipt of the goods/services and on submission of payment documentation.</p>
<p>Advanced Payment (Article 35)</p>	<p>Advanced payment is not allowed.</p>
<p>Liquidated damages (Article 36)</p>	<p>Liquidated damages are not applicable.</p>

Section II: Instruction to Bidders

1. SCOPE OF BID

Bidders are invited to submit a bid for the goods and/or services specified in Section IV: Schedule of Requirements, in accordance with this ITB. A summary of the scope of the bid is included in **Section I: ITB Particulars**.

All correspondence and notification in relation to this ITB shall be sent to the contact person and address set out in **Section I: ITB Particulars**. Please note that the address for Bid Submission may be different.

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 Bid Submission, 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 directly from UNOPS if the ITB was not available online, and/or, if the ITB was available online or if stated in the **ITB Particulars in Section I**, responses will be posted online.

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

4. BIDDER ELIGIBILITY

Bidders may be a private, public or government-owned legal entity or any association 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 the nationalities, if any, listed in **Section I: ITB Particulars**. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

A Bidder shall not have a conflict of interest. Bidders must not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this ITB.

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

- is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by UNOPS (UNOPS Ineligibility List) and other Agencies, Funds or Programs of the UN System;
- is included in UN/DPD's suspended and removed vendors list;
- is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list;
- is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals.

All bidders are expected to embrace the principles of the United Nations Supplier Code of Conduct, given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the United Nations Global Compact and requests 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 as further defined in Article 40.

If a bidder does not have all the expertise required for the provision of the goods/services 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 goods and/or services are to be provided. 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. The duly filled Form D: Joint Venture Partner Information Form must be included with the Bid. 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 requirements 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 if it 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 supply of the goods/services; and
- vii. form their own assessment of the nature and extent of the goods/services required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Bid.

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. CLARIFICATION OF THE ITB

Bidders may request clarification of the ITB or bid process by submitting a written request to the contact stated in **Section I: ITB Particulars** up to the time stated in **Section I: ITB Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

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

8. CLARIFICATION OR PRE-BID MEETING

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

If it is stated in **Section I: ITB Particulars** 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 **Section I: ITB Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from bidders regarding the ITB or bid process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

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 **Section I: ITB Particulars**, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

9. SITE INSPECTION

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

If it is stated in **Section I: ITB Particulars** 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 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 7.

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.

10. DOCUMENTS COMPRISING THE BID

The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Returnable Bidding Forms included in Section V;
- (b) Bid Security if specified in **Section I: ITB Particulars**, in accordance with Instructions to Bidders Article 18, if required;
- (c) documentary evidence as specified in Section III: Evaluation Criteria to establish the Bidder's compliance with the applicable eligibility, formal, qualification and technical criteria.

11. 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 solicitation 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 solicitation process, including as part of any clarification meeting or site 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 solicitation 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 services;
- (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 other rights under the ITB.

12. BID VALIDITY PERIOD

Bids shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: ITB Particulars**. A bid valid for a shorter period of time shall not be further considered.

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. The bid of Bidders who decline to extend the validity of their bid shall become disqualified as no longer valid.

13. PARTIAL BIDS

Bidders must offer goods and/or services for the total requirement requested under Section IV: Schedule of Requirements unless if so stated in **Section I: ITB Particulars**. Bids offering only part of the requirements may be rejected unless permitted otherwise in **Section I: ITB Particulars**.

If indicated in **Section I: ITB Particulars** that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, bidders must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III, Evaluation Criteria.

14. ALTERNATIVE BIDS

Bidders shall not submit more than one bid per Bidder in this ITB process, with the exception of alternative offers if so provided for in **Section I: ITB Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative bid.

If **Section I: ITB Particulars** states that alternative bids shall not be accepted, then these will not be evaluated. If 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).

15. BID PRICES AND DISCOUNTS

The prices and discounts quoted by the Bidder in the Bid Submission Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Price Schedules.

The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2010 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: ITB Particulars**. A Bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Bidders Article 26. However, if in accordance with **Section I**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: ITB Particulars** bids are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

16. BID CURRENCY(IES)

Prices in the bid shall be quoted in the currency(ies) stated in **Section I: ITB Particulars**. 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 Bid Submission.

UNOPS reserves the right not to reject any bids submitted in a currency other than the mandatory bidding currency(ies). UNOPS may accept bids submitted in another currency than stated above if the Bidder confirms during clarification of bids in writing that it will accept a contract issued in the mandatory bid currency and that for conversion the official United Nations operational rate of exchange of the day of ITB deadline as stated in the Section I: ITB Particulars shall apply. Regardless of the currency of bids received, the contract will always be issued and subsequent payments will be made in the mandatory bidding currency above.

17. DUTIES AND TAXES

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All bids shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: ITB Particulars**.

18. BID SECURITY

The Bidder shall furnish as part of its bid, a Bid Security, if required in **Section I: ITB Particulars**.

The Bid Security shall be in the amount specified in **Section I: ITB Particulars** and shall:

- (a) Be in the same currency as stipulated in Instructions to Bidders, Article 16.
- (b) Be in the form of a bid bond, a bank guarantee or irrevocable Letter of Credit issued by an accredited bank, acceptable to UNOPS, in the form provided in the solicitation documents, or another form acceptable to UNOPS and valid for thirty (30) days beyond the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period. Any unsecured bid may be rejected by UNOPS.

Unsuccessful Bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by UNOPS pursuant to Article 12, Bid Validity Period.

The successful Bidder(s)' bid securities will be discharged/returned upon the Bidder executing the contract, pursuant to Article 33, Signing of Contract.

The bid security may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid submission form; or
- b. In the case of the successful Bidder, if the Bidder fails to sign the contract in accordance with Article 33, Signing of Contract.

19. FORMAT AND SIGNING OF BIDS

The bid shall be typed and shall be signed in indelible ink by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

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 Bid Submission. In this case, such corrections shall be initialled by the person or persons who signed the bid.

20. LANGUAGE OF BIDS

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

Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: ITB Particulars**, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the bid, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Bidder.

21. DEADLINE FOR BID SUBMISSION

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

UNOPS may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.

22. BID SUBMISSION

All bids shall be submitted to UNOPS in accordance with the requirements set out in this ITB, including in **Section I: ITB Particulars**.

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

23. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

Prior to the Deadline for Bid Submission, a bidder may withdraw, substitute, or modify its submitted Bid by sending a written notice to UNOPS. However, after the Deadline for Bid Submission, the bids shall remain valid and open for acceptance by UNOPS for the entire Bid Validity Period, as may be extended.

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' cost.

24. OPENING OF BIDS

Bids will be opened by a UNOPS bid opening panel consisting of at least two personnel. Bidders may attend the opening of the bids, if stated in **Section I: ITB Particulars**.

25. CLARIFICATION OF BIDS

UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the bids, in accordance with Instructions to Bidders Article 27.

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

26. COMPLIANCE OF BIDS

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

A substantially compliant Bid is one that meets or exceeds the requirements under the Schedule of Requirements and the Evaluation Criteria of the ITB without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and/or Services specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially compliant bids.

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

27. MINOR INFORMALITIES, ERRORS, OR OMISSIONS

Provided that a Bid is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Bid that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Bidders.

Provided that a bid is substantially compliant, UNOPS may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Bid.

Provided that the Bid is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

- (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 UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (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 (a) and (b) above.

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

28. PRELIMINARY EXAMINATION

Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Article 10, Documents comprising the bid, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any bid during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the bidder.

Bids which are incomplete, frivolous, or that 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.

29. EVALUATION OF BIDS

To evaluate a Bid, UNOPS shall only use all the methodologies and criteria defined in the ITB. No other criteria or methodology shall be permitted.

All bids found substantially compliant with the formal and eligibility criteria under Article 28, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only bidders meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. Technical evaluation will be conducted to establish substantial compliance, as per criteria included in Section III. When the specifications of the item/s quoted vary in one or more significant aspect/s from the minimum required technical specifications, or when the bid does not meet the delivery schedule, the bid will not be considered substantially compliant and will not be evaluated further.
3. The prices of bids found to be substantially compliant, will be compared to identify the most substantially compliant bid which represents the lowest overall costs to UNOPS.

After completion of the evaluation but prior to award, UNOPS reserves the right to conduct background checks on the Bidder recommended for award, to confirm the Bidder meets the eligibility, qualifications and technical requirements set forth in this ITB and to reject bidders not deemed to have met such requirements. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Bidder's premises.

30. AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to a Bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest priced, substantially compliant offer to the Bidding Documents. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

31. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed the percentages specified in **Section IV: Schedule of Requirements**, and without any change in the unit prices or other terms and conditions of the bid and the ITB.

32. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, UNOPS will notify the successful Bidder in writing by email or post, that its bid has been accepted. Please note that the Bidder, if not already a registered vendor, will be required to complete a vendor registration process on the UNGM prior to the signature and finalization of the contract.

33. SIGNING OF CONTRACT

At the same time as UNOPS notifies a successful Bidder that its bid has been accepted, UNOPS will invite the Bidder, provided the Bidder is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

34. PERFORMANCE SECURITY

Within the number of days as specified in **Section I: ITB Particulars** of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section VI Contract Forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Article 18.

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

35. PAYMENT TERMS

UNOPS will ordinarily effect payment within 30 days after receipt of the services/goods and on submission of payment documentation unless otherwise stated in **Section I: ITB Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in **Section I: ITB Particulars**, UNOPS will not accept requests from Bidders to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: ITB Particulars**, a request from the bidder for advance payment shall be justified in writing by the bidder in its bid. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

36. CONTRACT MANAGEMENT

UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: ITB Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

37. PUBLICATION OF CONTRACT AWARD

UNOPS shall publish in its website (<https://data.unops.org>) information regarding the purchase order(s) awarded as a result of this ITB. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

38. OTHER UNOPS RIGHTS

Subject to Article 29, 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:

- (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.

39. CONFIDENTIALITY

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

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

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

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

40. 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 Proscribed Practices in connection with this ITB process or the contract that may be awarded as a result of this ITB process. For the purposes of this provision, Proscribed Practices are defined in the UNOPS Vendor Sanctions Procedures, and include:
 - A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - A coercive practice is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
 - A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- An unethical practice: Conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS;
- Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

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.

41. AUDIT

UNOPS may conduct investigations relating to any aspect of the Contract award at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

42. BID PROTEST

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

Section III: Evaluation Criteria

UNOPS's evaluation of a bid shall take into account, in addition to the Bid Price quoted, the following evaluation criteria.

Eligibility and Formal Criteria – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Bidder is eligible as defined in Instructions to Bidders, Article 4	<ul style="list-style-type: none"> Form C: Bidder Information Form Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture. Form E: Bid Submission Form
2. Completeness of the Bid. All documents and technical documentation requested in Instructions to Bidders Article 10 have been provided and are complete	<ul style="list-style-type: none"> All documentation as requested under Instructions to Bidders Article 10, Documents Comprising the Bids
3. Bidder accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> Form E: Bid Submission Form
4. Bidder is a registered company	<ul style="list-style-type: none"> Document from Business Registers Agency
5. Bidder paid all local and national taxes	<ul style="list-style-type: none"> Tax administration receipts or document from Business Registers Agency that a company is listed as a recognized bidder
6. Bidder is a solvent company	<ul style="list-style-type: none"> Financial statements and solvency reports
7. Bidder is ISO certified	<ul style="list-style-type: none"> ISO certificates

Qualification criteria – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Bidder is in continuous business of supplying similar services as specified in the 'Schedule of requirements' during the last 3 (three) years prior to Proposal opening	<ul style="list-style-type: none"> Document from Business Registers Agency
2. The bidder fulfilled all local and national tax obligations	<ul style="list-style-type: none"> Tax administration receipts or document from Business Registers Agency that a company is listed as a recognized bidder
3. Financial capability - minimum RSD 12,000,000.00 (Twelve Million Republic of Serbia Dinar) of total turnover within the last 3 years.	<ul style="list-style-type: none"> Copy of audited financial statements and solvency reports for the last three years
4. Offeror has its operations in compliance with ISO 9001:2008 or 2015 or ISO 14001:2005 or 2015	<ul style="list-style-type: none"> Certificates ISO 9001:2008 or 2015 or ISO 14001:2005 or 2015

<p>5. Experience - Bidder has developed Main design (according to the previous Law on planning and construction) or Design for building permit (according to current Law on planning and construction) or Design for execution of works for the construction / reconstruction of minimum one public building area bigger than 3,000m2, in the period from 2013 – to date</p>	<ul style="list-style-type: none"> • Minimum one Contract for services (Main design or Design for building permit or Design for execution of works public building area bigger than 3,000m2, in the period from 2013 – to date) • Reference letter supporting the Contract • Form J: Performance Statement Form
<p>6. There should not be any adverse report regarding the supplies for at least five years preceding the date of bid opening.</p>	<ul style="list-style-type: none"> • Form K: No Adverse Action Confirmation Form
<p>7. Team Leader must have background in the designing of public buildings with minimum 15 years of experience and as a Team Leader for minimum 1 technical documentation for the public building bigger than 3000m2 with valid license 300 or 301 or 302 issued by Serbian Chambers of Engineers (Responsible urban planner for developing of urban plans and urban designs)</p>	<ul style="list-style-type: none"> • CV of Team Leader • License 300 or 301 or 302 issued by Serbian Chambers of Engineers • Decision on appointment of responsible engineer
<p>8. Five (5) Key experts with minimum 10 years of experience in development of the technical documentation:</p> <ul style="list-style-type: none"> - minimum one key expert with valid license no. 310 or 311 or 317 - minimum one key expert with valid license no. 300 or 301 or 302 or 313 or 314 - minimum one key expert with valid license no. 350 - minimum one key expert with valid license no. 353 - minimum one key expert with valid license no. 330 	<ul style="list-style-type: none"> • CVs for five Key Experts • Licenses issued by Serbian Chambers of Engineers • Decisions on appointment of responsible engineer
<p>9. Six (6) Team Members</p> <ul style="list-style-type: none"> - minimum two team members with valid license no. 310 or 311 or 317 - minimum one team member with valid license for the development of the Main fire protection design issued by Ministry for interior affairs - minimum one team member with valid license no.381 - minimum one team member with valid license issued by the Ministry for labour and social welfare for the development of the Plans of the preventive measures - minimum one team member with valid license issued by the Cadastre – State Geodetic Institution for the geodetic survey 	<ul style="list-style-type: none"> • CVs of six Team Members • Licenses issued by Serbian Chambers of Engineers • Licenses issued by Ministry for interior affairs • Licenses issued by Ministry for labour and social welfare • Licenses issued by Cadastre-State geodetic Institution • Decision on appointment of responsible engineer

Technical criteria

Criteria	Documents to establish compliance with the criteria
1. Services offered in the bid are substantially compliant with the Terms of reference as included in Section IV: Schedule of Requirements	<ul style="list-style-type: none"> • Form G: Technical Bid Form

Section IV: Schedule of Requirements

Terms of Reference

Provision of Technical Documentation for reconstruction of Vranje Hospital Wards

I. Background:

European PROGRES is a multi-donor Programme, financed by the European Union (EU), the Government of Switzerland and the Government of Serbia, designed to support sustainable development in the South East and South West Serbia. The Programme has been conceptualised jointly with the European Integration Office of the Government of the Republic of Serbia (SEIO), which has responsibility for monitoring implementation and providing assistance and facilitation. The United Nations Office for Project Services (UNOPS) has been granted with an initial budget of 17.46 million Euros and has the overall responsibility for the Programme implementation. Through a multi-sector approach this Programme will contribute to sustainable development of underdeveloped areas and creation of more favorable environment for infrastructure and business growth by strengthening local governance, improving vertical coordination, planning and management capacities, improving business environment and development, as well as enhancing implementation of social inclusion and employment policies.

The Programme works towards achieving four main results, while good governance principles are interwoven as a cross cutting aspect of the entire intervention:

1. Strengthened local governance, planning and management capacities through introduction of new, or improvement/elimination of existing procedures and processes in line with the principles of good governance
2. Increased competitiveness of local economy through improved business environment and management/organizational capacities of small and medium enterprises/agricultural cooperatives
3. Improved access to employment, offering equal opportunities to both men and women, and social inclusion of most vulnerable and marginalised groups through development and implementation of local policies resulting in reduced migration from South East and South West Serbia
4. Effects of Serbia's European accession communicated to general public.

Final beneficiaries, but also the key stakeholders and financial contributors of this Programme are 34 municipalities from the third and fourth group of development level, which have responsibility of taking ownership of activities implemented in their territory:

- Novi Pazar, Ivanjica, Nova Varoš, Priboj, Prijepolje, Raška, Sjenica and Tutin, in the South West Serbia
- Prokuplje, Blace, Žitорађа, Kuršumljа in the Toplica District
- Leskovac, Bojnik, Vlasotince, Lebane, Medveđa and Crna Trava in the Jablanica District
- Vranje, Bosilegrad, Bujanovac, Vladičin Han, Preševo, Surdulica and Trgovište in the Pčinja District
- Brus in Rasinska District
- Aleksinac, Gadžin Han, Doljevac, Merošina and Svrlijig in Niški District
- Babušnica, Bela Palanka in Pirotski District
- Knjaževac in Zaječarski District.

Other beneficiaries include municipality-founded institutions and public utility companies, civil society organisations (CSO) and media in the participating municipalities. It is the inhabitants of the South East and South West Serbia who will feel the biggest benefits of the Programme.

II. Justification

European PROGRES is implementing project Development of technical documentation for the reconstruction of Vranje hospital board based on the approval of programme Steering Committee on the meeting held in Kuršumljа on 16 May 2017.

III. Scope of obligations

The design company will, under the direct supervision of European PROGRES Engineer and overall supervision of European PROGRES Infrastructure Sector Manager, work on the development of the technical documentation for the reconstruction of Vranje Hospital wards functionally connected with the Surgery block that is under construction.

The company selected to develop technical documentation will ensure that all legal and technical aspects required by the Law, relevant Bylaws and Regulations for this type of the buildings are respected.

The Designer will produce:

1. Concept Solution based on the detailed analyses of the existing preliminary solution and functional plan, developed in 2005, as part of the documentation for the total reconstruction of Vranje General Hospital. The Concept Solution must include all necessary changes in the plans from 2005, which the Designer will identify during the inception period.
2. Design for the building permit (all required books)
3. Detailed Design for the execution of works (all required books)

The purpose and the general contents of technical documentation for each of the aforementioned stages is defined by Rulebook on contents, procedure and manner of inspection of technical documentations by class and purpose of facility ("The Official Gazette of the Republic of Serbia", No. 23/2015 published on 2nd March 2015) and Rulebook on amendments and additions to the Rulebook on contents, procedure and manner of inspection of technical documentations by class and purpose of facility (published in "The Official Gazette of the Republic of Serbia", No. 6p.77/2015 on 9th September 2015, which came into effect on 10th of September 2015) – hereinafter the Rulebook.

The location conditions and building permit will be issued by the urban planning department of Vranje local self-government. The Designer will need to prepare and coordinate with Vranje urban department all required documentation for issuing of the planning conditions and permits, as per unified procedure.

The purpose of the preparation of technical documentation is creating technical pre-conditions for issuing the building permit, as well as preparation of all technical documentation that will enable beneficiary – Vranje Health Centre to execute the works in phases upon securing the funds.

Documentation Available to the Designer:

1. Cadastre – topographic plan from 2015
2. Concept Solution of the reconstruction of Vranje General Hospital developed in period between 2004 and 2005.
3. Functional Plan for the reconstruction of Hospital in stages
4. Main design for the construction of the Surgery block

1. Concept Solution based on the detailed analyses of the existing preliminary solution

Vranje General Hospital spatial arrangements and its functioning was analysed in details in the period between 2004 and 2005. The analyses included all aspects of the functioning of the Hospital with special attention on the additional Surgery block that was at that time planned for the construction. The technical documentation for the Surgery block is developed to the level of the Main Design (as envisaged by the Law on planning and construction from that period) and the building permit was issued. The construction of the Surgery block started in 2006 and stopped in 2012, due to lack of funds. Approximately 65% of the works are finished.

As part of the design for the Surgery block, all other functionally connected hospital wards have been analysed at the time and the preliminary solution with functional plan have been developed. These documents need to be analysed in details and new updated Concept Solution needs to be developed, incorporating all that has changed in the meantime.

The new Concept Solution must be prepared on the level that will enable urban planning department in Vranje City administration to issue the Location conditions.

Draft of the new Concept Solution will be presented by the designer to the client (UNOPS European PROGRES), investor (Vranje Health Centre), Ministry of Health, representatives of the local self-government (urban planning department) prior to finalization.

Final version of the adopted Concept Solution will be submitted for the issuance of the Location conditions.

The Concept design needs to be prepared for the following hospital wards:

- a. Gynaecology (built in 1978)

- b. Ophthalmology, Urology, Orthopaedics, Physical therapy (built in 1972)
- c. Internal, Laboratory and X-ray (built in 1964)
- d. Infective, Thorax (built 1975)
- e. New entrance in the Hospital defined in the existing preliminary solution

The approximate area of all hospital wards is 8.600m².

Integral part of the Concept design will be the external landscaping, access roads and utility infrastructure solutions for the new complex, based on earlier developed preliminary solution, including updates according to the current status. The size of the external area is approximately 20,000 m² including buildings.

Based on the adopted/agreed Concept Design, Vranje Heath Centre will, as the investor, authorise the designer to submit the request for the issuance the Location conditions electronically, to urban planning department of Vranje City administration, through the unified procedure in accordance with "The Official Gazette of the Republic of Serbia", No.113 dated on 30 December 2015.

2. Design for the building permit

The design for building permit should be developed to the level of detail and content required for acquiring of the building permit. Designs for building permit should contain appropriate analyses of validity and accuracy of technical and technological solutions for the facility and the construction solution of the facility; stability and safety; rationality of the project materials; effect on the environment and the adjacent facilities.

In accordance with the Law on Planning and Construction, the designs for the building permit are subject to technical control, which will be contracted separately.

3. Design for the execution of works

The design for the execution of works should contain all details and calculations necessary for the execution of works, shop drawings, detailed BoQ and technical specifications for all groups of works as per the Rulebook.

3.1. Plans and Elaborates

a. Updated Cadastre – topographic plan (KTP)

Existing KTP is issued in 2015. New KTP needs to be prepared for the purpose of issuance of the Location conditions and later Building permit

b. Energy Efficiency Elaborate

Elaborate for Energy Efficiency needs to be prepared according to the Bylaw on Energy Efficiency of the buildings ("Official Gazette" of the Republic of Serbia no. 61/2011) for all buildings that will be subject to this design. All energy efficiency aspects need to be incorporated in order to reduce energy consumption. Initially, current status of the buildings need to be surveyed and existing energy efficiency class to be determined. The Elaborate should identify energy efficiency measures that will be incorporated in other parts of the design – architecture, installations ...

3.2. Designs for the execution of works

All designs must contain the following four sections:

1. General documentation
2. Textual documentation
3. Numeric documentation
4. Graphic documentation

Technical documentation must contain the following designs:

1. Architectural design with special attention on:

- a. Detailed survey of the existing status of the building including roof and roof elements, I and internal walls, joinery, toilet blocks, floors
- b. Blueprints of the layouts, cross-sections and facades with demolition-construction plan as the separate drawings
- c. Incorporation of the Energy Efficiency measures in the architectural design – replacement of the joinery, façade insulation, roof insulation ...

2. **Construction design with special attention and calculations for the stability of the construction elements**
 - a. Detailed survey of the existing status of the building in terms of the stability of the construction
 - b. Construction measures to secure future stability of the buildings
 - c. Additional construction elements (new roof, additional building elements ...) according to the adopted Concept Solution and architectural details
3. **Water and sewerage installations design**
 - a. Detailed survey of the existing status of the installations
 - b. Design for the reconstruction/potential relocation of the installations according to the new architecture solution
 - c. Design for the central hot water installation
 - d. Design of the hydrant installations
4. **Electrical design**
 - a. Detailed survey of the existing status of the installations
 - b. Design for the reconstruction/potential relocation of the installations according to the new architecture solution
5. **Telecommunications and signal installations design**
 - a. Detailed design of the installation of the medical sets over the hospital beds according to the layouts defined in the architecture solution and the equipment layouts
 - b. Low voltage installation design– Local Area Network (LAN), telephone installation, back-up installation to enable hospital work on power supply cuts (UPS)
 - c. Video surveillance with interphones design
 - d. Fire signalization installations design
6. **Mechanical installations design**
 - a. Detailed survey of the existing status of the installations – heating system and medical gases
 - b. Design for the reconstruction/potential relocation of the installations of the heating system- and installation of the medical gases according to the new architecture solution
 - c. Design for the reconstruction of the boiler room
 - d. Design for the reconstruction/modernisation of 4 (four) elevators in accordance with the regulation for the medical facilities
7. **Design for the equipment and furniture**
 - a. Detailed analyses of the needs of each of the hospital ward planned for the reconstruction.
 - b. Definition of the adequate equipment for each ward in close cooperation with the representatives of the user – Vranje General Hospital in accordance with directives from the Ministry of Health of the Republic of Serbia
 - c. Detailed layouts of the positions of the defined equipment in accordance with the adopted architectural solution and the designs of the installations
 - d. Detailed description of the defined equipment stating always technical characteristics. The definition of the brands must be avoided and brands can be stated only in exception bases, such as cases of monopoly on the market or synchronisation with the existing equipment, in which case this should be clearly stated and justified in the technical specifications and BoQs.
8. **Marking and labelling design**
 - a. Detailed analyses of the allocation and purpose of rooms and areas in all wards and adequate marking. The marking must be developed in accordance with the adopted architectural solution. The marking must be self-explanatory, developed by the Hospital standards, enabling efficient usage of the hospital wards for medical staff, general staff and patients.

- b. Potential power supply for the marking must be harmonised with the design of the electro installations

9. Fire protection design

- a. Development of the Main design of fire protection according to adopted architectural solution. The design must be developed to meet all requirement defined in the Law on fire protection. The details must be agreed with Vranje department of the Ministry of interior affairs in-charge for the fire protection. The design must get the approval from the department in-charge
- b. All fire protection measures defined in this design must be incorporated in all other designs that are part of the technical documentation – architecture, construction, installations ...

10. Preventive Measures Plan

Preventive Measures Plan must be developed in accordance with Regulation on safety and health during the work on temporary and moveable construction sites ("Official Gazette" of the Republic of Serbia no. 14/2009 and 95/2010). All preventive measures defined in this plan must be incorporated with all other designs of the technical documentation.

11. External access roads, parking, landscaping and utility installations design

- a. Detailed survey of the existing status of the area around the hospital buildings including geodetic survey
- b. Definition of the current needs of the Heath Centre in the area around the buildings – communication (walk paths), access streets, parking, green area, rain water evacuation from the plateaus
- c. Development of detailed design according to the defined needs

IV. Bases for Preparation of Technical Documentation

1. Cadastre – topographic plan issued in 2015
2. Preliminary solution of the reconstruction of Vranje General Hospital developed in period between 2004 and 2005
3. Functional Plan for the reconstruction of the Hospital in stages
4. Full set of the Main design for the construction of new Surgery block developed in 2005

Other requirements:

- Relevant technical documentation should be developed in accordance with the regulations of the Republic of Serbia for these types of buildings as well as prepared well and professionally, in accordance with modern professional achievements and existing national laws that regulate this area.
- In all stages of project design the designer's duty is to cooperate with the Client representative and act according to any comments by the Client representative, as well as to consult with representatives of the Investor, through professional meetings and presentation of solutions and other intermediate results, in order to find optimal project solutions.
- All available details and information necessary for the preparation of project documentation, whose security is the responsibility of the designer, shall be made available for review to client and investor.
- The designer shall assist in the procedure of obtaining location (and other) conditions and building permit in accordance with the legislation, based on the Investor's authorisation.
- During the preparation of technical documentation, the designer will be obliged to submit relevant information in order to adequate technical documentation.
- Concept solution should be developed on the basis of existing preliminary solution developed during 2004, incorporating all necessary changes and improvements
- In the event that during the development of technical solutions architect or professional and technical control of the project come to a conclusion / opinion that the existing scope of information is not enough, the designer will consider the need to expand the content and scope of research.

- The designer has an obligation to participate actively in the processes of professional and technical control of technical documentation, including corrections and / or additions to all designs, according to agreed notes and suggestions.
- The design shall be developed and submitted in 4 (four) hard copies and one e-copy on CD in the format ready for printing
- Technical control consultancy will be selected through separate tender procedure and will be available to the designer from the beginning of designing process.
- The Designer shall act as per technical control instructions as well as the instructions of relevant institutions

These services should include but not be limited to the following:

- Site visits, which include meeting with relevant officials, analysis of the relevant technical and planning documents. Prior to starting activities on development of the Technical Documentation, Project work programme needs to be defined by selected Designer and approved by the Client and investor representatives.
- The content of the Technical Documentation must comply in full with the Planning and Building Law as well as with all profession all standards and regulations. In accordance with the ToR (Project work programme), all available facts and information about the locations and the site visit of the facility the designer will prepare detailed Project brief (ToR for the detailed design). The Project work programme and the Project Brief must be approved and signed by the Client and investor representatives.
- The Technical Documentation shall include but not be limited to the Bill of Quantities for entire Construction with accuracy of +/- 3% and with the clear distinction of stages for implementation reflected in the drawings and in the BoQ, Technical Description and specifications including the assessment of the existing state of the buildings and works to be performed and necessary technical drawings.
- Detailed design shall be used for purposes of tendering and subsequent execution of works on construction; therefore it is essential that the Design contains all necessary executive details which will enable smooth construction process, with the clear distinction of stages for implementation reflected in the drawings and in the BoQ,
- The Designer shall ensure that the Design enables the investor to obtain the necessary permits/licenses where necessary for the commencement of works. Given this, Designer shall provide any documentation needed for building permit or commencement of works.

V. Outputs:

- The Outputs shall be delivered in **three phases**, with progress reports for the activities:

The First Phase – completion of:

1. Detailed analyses of the existing preliminary solution and functional plan
2. Development and presentation of new Draft Concept Solution to the client and user representative, as well as the representatives of the local urban planning department that will issue the Location conditions
3. Incorporation of the comments from the presentation
4. Adoption of new Concept Solution
5. Submission of the adopted Concept Solution to local urban planning department for the purpose of the issuance of the Location Conditions in unified procedure
6. Issuance of the Location Conditions by the local urban planning department

The Second Stage – completion of:

1. Design for the building permit in close cooperation with the Technical control company in all stages of the designing
2. Adoption of the developed Design for the building permit by the Technical control consultant company issuing positive report
3. Submission of the Design for building permit and Technical control report to the local urban planning department for the issuance of the building permit in unified procedure
4. Issuance of the Building Permit by the local urban planning department

The Third Stage – completion of:

1. Design for the execution of works in accordance with the issued Building Permit respecting all requirements defined during the adoption of the Concept Design
2. Issuance of the positive report from the Consultant hired to perform the technical control. The report will be issued upon performing that control whether the designer completed technical documentation according to the ToR and Regulations

Work plan for above listed activities to align with time schedule which is part of this ToR.

- Electronic copy of full set of Technical documentation and 4 (four) hard copies.

The Designs will remain the intellectual property of UNOPS.

Activities:

Activities include, but are not necessarily limited to these tasks:

- Desk research and consultations with stakeholders during the initial activities

Inputs:

Contribution of the UNOPS Project Team:

The UNOPS Project Team shall ensure that the selected designer is forwarded all the available documentation, facts and information about the site.

Timing:

The consultancy will be conducted over the six month period from August 2017 to end January 2018.

Reporting:

1. Inception Report after 3 weeks of being contracted after issuance of new Concept Solution
2. I Interim Report after issuance of the Location conditions
3. II Interim Report after issuance of the Building permit
4. Final Report upon completion of the full set of the Technical documentation for the execution of works

Section V: Returnable Bidding Forms

Note to Bidders: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Bidding Forms as instructed and return them as part of their bid submission.

This Section comprises the following Returnable Bidding Forms:

- Form A: Bid/No Bid Confirmation Form
- Form B: Checklist Form
- Form C: Bidder Information Form
- Form D: Joint Venture Partner Information Form
- Form E: Bid Submission Form
- Form F: Price Schedule Form
- Form G: Technical Bid Form
- Form J: Performance Statement Form
- Form K: No Adverse Action Confirmation Form

Form A: Bid/No Bid Confirmation Form

If after assessing this opportunity you have made the determination not to submit your bid, we would appreciate if you could return this form indicating your reasons for non-participation.

Date:

To: UNOPS
(Insert name and office of contact person)

From: [Insert name of bidder]

Subject ITB reference [insert ref]

Fax/email (Insert UNOPS contact person's email (do not enter secure bid email address))

Insert an X where applicable	Description
	YES , we intend to submit a bid.
	NO . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your ITB is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements
	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future ITBs for this type of goods
	We don't want to receive ITBs for this type of goods

If UNOPS has questions to the Bidder concerning this NO BID, UNOPS should contact Mr./Ms. (), phone (), email (), who will be able to assist.

Form B: Bid Checklist Form

Bidders are requested to complete this form and return it as part of their bid submission.

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

Before submitting your Bid, please ensure compliance with the instructions included in Section I: ITB Particulars, Article 22, Bid Submission.

Activity	Yes/No/NA	Page # in your bid	If NO provide comment
Have you duly completed all the Returnable Bidding Forms?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form C: Bidder Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form D: Joint Venture Partner Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form E: Bid Submission Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form F: Price Schedule Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form G: Technical Bid Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form J: Performance Statement Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form K: No Adverse Action Confirmation Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Documents from Business Register Agency	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Tax administration receipts or document from Business Registers Agency that a company is listed as a recognized bidder	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Financial statements and solvency reports for the last three years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Certificates ISO 9001:2008 or 2015 or ISO 14001:2005 or 2015	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Minimum one Contract for services (Main design or Design for building permit or Design for execution of works public building area bigger than 3,000m ² , in the period from 2013 – to date	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Reference letters supporting the Contract(s)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CV for the Team Leader	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• License for the Team leader	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CVs for five Key Experts	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Licenses for five Key Experts	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• CVs for six Team Members	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Licenses for six Team Members	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Decisions of appointment of the responsible engineers	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

Form C: Bidder Information Form

The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

1. Background and Expertise of Organization:

Full legal name of Bidder	[complete]
What year was your firm/organization established?	[complete]
Address of registered office	[complete]
Name of bidder Representative	[complete]
Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)	[complete]

2. UNGM Registration and UNOPS Vendors

As part of the bid, it is desired that the Bidder goes to the United Nations Global Marketplace (UNGM) registration website: <https://www.ungm.org/Registration/RegisterSupplier.aspx> and fills out the registration. If the Bidder is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm's information on UNGM is current.

The Bidder may still bid even if not registered with the UNGM. However, if the Bidder is selected for Contract award, the Bidder must register on the UNGM prior to Contract signature.

Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNOPS vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNOPS vendor ID]

3. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:

Name/Surname	[complete]
Title	[complete]
Tel Number (direct)	[complete]
Email address (direct):	[complete]

PS: This person must be available during the next two weeks following receipt of bid

Form D: Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

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

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

Signatures of all partners of the JV:

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form E: Bid Submission Form

Bidders are requested to complete this form, sign it and return it as part of their bid submission. The bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: [Insert submission date]

Subject: Bid for the supply of [Insert a brief description of goods/services] in [Name of country/city], ITB Case No. [Insert ITB ref number], dated [insert date]

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding documents, including amendments No.: [Insert the number and issuing date of each amendment];
- b. We offer to supply in conformity with the bidding documents, including the UNOPS General Conditions of Contract, and in accordance with the delivery schedules specified in the Schedule of Requirements
- c. The total price of our bid, excluding any discounts offered in item (d) below, is: [Insert the total bid price in words and figures, indicating the various amounts and the respective currencies];
- d. The discounts offered and the methodology for their application are:
 - **Discounts:** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.]
 - **Methodology of application of the discounts:** The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];
- e. Our bid shall be valid for the period of time of [insert number of days which shall not be less than the specified in Section I: ITB Particulars, Period of Validity of Bids] from the date fixed for the bid submission deadline as set out in the ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f. If our bid is accepted, and if so requested in Section I: ITB Particulars, we commit to obtain a performance security in accordance with Instructions to Bidders, Article 34 and the General Conditions of Contract;
- g. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;
- h. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- i. Our firm confirms that the Bidder and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
- j. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
- k. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/PD, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Bidders Article 4, Eligibility;
- l. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this ITB and will not engage in any such activity during the performance of any contract awarded;

- m. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

Name : _____
 Title : _____
 Date : _____
 Signature : _____

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

Form F: Price Schedule Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Bid Summary

Bidder's Total price in USD (VAT exempted)	[insert amount and currency]
--	------------------------------

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

Name : _____

Title : _____

Date : _____

Signature : _____

Form G: Technical Bid Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Bidders are required to demonstrate compliance with Terms of Reference included in Section IV: Schedule of Requirements and insert them below. Bidders are NOT allowed to make any change in the requirements. Such changes might disqualify your quotation.

Related services requirements

[Provide details of how these services will be provided here]

The offered services are in accordance with the required specifications and requirements specified in **Section IV: Schedule of Requirements**.

☐ Yes ☐ No

ANY DEVIATION MUST BE LISTED BELOW:

If subcontracting is anticipated in the performance by the contractor, Procurement Official should insert the following:

List of subcontractors or suppliers

Bidder must identify the names of all subcontractors/suppliers who will be providing good/services under this contract and the type of work being subcontracted, if applicable.

(A) [Full legal name and address of subcontractors]

(B) _____

(C) _____

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

Name : _____

Title : _____

Date : _____

Signature : _____

Form J: Performance Statement Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

Order placed by [Full address of purchaser]	Order no. & date	Description & quantity of ordered items	Value of order	Date of completion of delivery		Remarks indicating reasons of late delivery, if any	Was the provision of services satisfactory?
				As per Contract	Actual		

Name : _____

Title : _____

Date : _____

Signature : _____

Form K: No Adverse Action Confirmation Form

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

This is to certify that [delete unwanted option]:

- a. No adverse action has been taken against the Bidder [insert Bidder's name] and the manufacturers [insert manufacturer's names] whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder [insert Bidder's name] and the manufacturers [insert manufacturer's names] whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

[Indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.]

Name : _____

Title : _____

Date : _____

Signature : _____

Section VI: Contract Forms

VI-1: UNOPS General Conditions of Contract

In the event of a Contract, the following conditions of contract will apply:

- UNOPS General Conditions of Contract for Professional Services

The conditions are available at: <http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

VI-3: UNOPS sample contract for Services

The sample Contract for Services template is included in this ITB by this reference and is attached as a separate Pdf document.