

UNOPS/European PROGRES

Provision of construction works for anti-erosion structures in Raska river water shed

United Nations Office for Project Services (“UNOPS”)

Invitation to Bid

Short Form Construction Contract

Contract No.: UNOPS-EP-2016-W-046

Date of Issuance: 1 June 2016

ITB Case No.: UNOPS-EP-2016-W-046 - Provision of construction works for anti-erosion structures in Raska river water shed

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INVITATION LETTER

Dear Sir/Madam,

Subject: Invitation to Bid for the Provision of construction works for anti-erosion structures in Raska river water shed – ITB Case No.: UNOPS-EP-2016-W-046

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

The ITB consists of the following:

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

A complete set of the above bidding documents in English may be obtained from UNOPS by downloading them from our website at www.unops.org , www.sagradimodom.org or www.europeanprogres.org.


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

We look forward to receiving your bid.

Name: Graeme Tyndall

Title: UNOPS RSOC Manager

Date: 1 June 2016

Signature: 

SECTION I

BID PARTICULARS

<p>Works (Article 1)</p>	<p>The works include the Provision of construction works for anti-erosion structures in Raska river water shed as <i>further described in Section V of this ITB.</i></p>
<p>Contact for correspondence, notifications and requests for clarifications (Article 1)</p>	<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 Art. 23).</p>
<p>Bidder Eligibility (Article 4)</p>	<p>No nationalities are excluded from submitting a bid.</p>
<p>Clarifications (Article 8)</p>	<p>Requests for clarification from bidders will not be accepted any later than 4 days before the Deadline for Submission of Bids.</p> <p>Responses to requests for clarification shall be communicated to bidders by posting responses on UNOPS web site (www.unops.org), LBHT web site (www.sagradimodom.org) and European PROGRES website (www.europeanprogres.org) under ITB Case No. UNOPS-EP-2016-W-046.</p>
<p>Clarification Meetings (Article 9)</p>	<p>A clarification meeting shall be held as follows: Date: 9 June 2016 Time: 11:00h Location: UNOPS European PROGRES office in Novi Pazar, Kragujevacka 1 The clarification meeting is not mandatory.</p>
<p>Site Inspection (Article 10)</p>	<p>A group sites inspection shall be held as follows: Date: 09 June 2016 Time: 11:00h Location: UNOPS European PROGRES office in Novi Pazar, Krgaujevacka 1 The site visit is not mandatory but potential bidders are strongly encouraged to visit the sites in order to avoid incompliance.</p> <p>Bidders shall notify UNOPS one day in advance (e-mail srpc.procurement@unops.org) 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 13)	Bids shall remain valid for acceptance by UNOPS for 120 days from the Deadline for Bid Submission.
Alternative bids (Article 15)	Alternative bids will NOT be evaluated.
Bid security (Article 16)	Bidders shall provide bid security in the form set out in Returnable Bid Schedule 2 – Form of Bid Security (see Section IV). The bid security shall be in the amount of RSD 200,000.00 (Two Hundred Thousand Republic of Serbia Dinars)
Bank guarantee for performance	n/a
Bid Currenc(ies) (Article 17)	Prices shall be quoted in RSD for domestic companies and in USD for international companies.
Duties and Taxes (Article 18)	All bids shall be submitted net of any direct taxes.
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 16 June 2016 (Belgrade, Serbian time zone UTC+01:00)
Bid Submission (Article 23)	Bids must be submitted as follows: By mail or personal delivery in sealed envelopes by the Deadline for Bid Submission. The sealed envelopes shall contain one hard copy of all documentation and one electronic copy of financial bid (filled BoQ – no changes of the document format are allowed). The envelope shall be labelled as follows: ***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED*** United Nations Office for Project Services Sumatovacka 59, 11 000 Belgrade Republic of Serbia 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>Att.: Chair Person, Bid Opening Committee. Case No.: UNOPS-EP-2016-W-046</p> <p>Deadline for Bid Submission: 12:00h, noon, CET on 16 June 2016 (Belgrade, Serbian time zone UTC+01:00) From: [Insert bidder's name & details]]</p>
Opening of Bids (Article 23)	No public opening

SECTION II

INSTRUCTIONS TO BIDDERS

1. INFORMATION FOR BIDDERS

Bidders are invited to submit a bid for the works described in the Bid Particulars in Section I, and further described in the Contract in Section V, in accordance with this ITB.

All correspondence, notification and bids in relation to this ITB shall be sent to the contact person and address set out in the Bid Particulars in Section I. 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 from UNOPS of such modification.

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

4. BIDDER ELIGIBILITY

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

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

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

- (i) has been suspended or declared ineligible by UNOPS or any other entity of the United Nations system, including the Work Bank;

- (ii) is on the UN 1267 terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or
- (iii) has not attended a mandatory site inspection or mandatory clarification meeting, if applicable, in accordance with Articles 9 and 10.
- (iv) does not comply with any additional requirements as may be set out in the Bill of Particulars.

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

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

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

5. ERRORS OR OMISSIONS

Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

6. BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

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

- (i) examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
- (ii) review the ITB to ensure that they have a complete copy of all documents;
- (iii) obtain and examine all other information relevant to the project and the scope of the works available on reasonable enquiry;
- (iv) verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- (v) attend any Clarification Meeting or Site Inspection that is mandatory under this ITB;
- (vi) fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the execution of the works; and
- (vii) form their own assessment of the nature and extent of work required to execute the works and properly account for all work in their bid.

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

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

7. UNOPS SHORT FORM CONSTRUCTION CONTRACT

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

8. CLARIFICATION OF THE ITB

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

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

9. CLARIFICATION MEETINGS

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

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

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

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

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

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

10. SITE INSPECTION

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

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

Bidders participating in a site inspection shall be responsible for:

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

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

- (i) loss of or damage to any real or personal property;

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

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

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

11. CONTENT OF BID SUBMISSIONS

11.1

Returnable Bid Schedules

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

11.2

Other Information

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

12. REMUNERATION FOR AND COSTS OF BIDS

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

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

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

- (i) clarifications and addenda are provided or not provided to bidders;
- (ii) a bidder is not selected or not engaged to carry out the works;

- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the ITB in whole or in part; or
- (v) UNOPS exercises any rights under the ITB.

13. BID VALIDITY PERIOD

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

Prior to expiration of the bid validity period, UNOPS may request in writing that the bidders extend the validity of their bids with the same conditions. The bid of Bidders who decline to extend the validity of their bid shall become disqualified as no longer valid.

14. PARTIAL BIDS

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

15. ALTERNATIVE BIDS

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

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

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

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

If:

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

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

16. BID SECURITY

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

The bid security shall be issued by a reputable banking institution. Reputable banking institutions are banks certified by the central bank of the country where the bank is located, to operate as a commercial bank. UNOPS may, at its discretion, reject any bid security that does not comply with this requirement.

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

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

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

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

17. BID CURRENCY(S)

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

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

18. DUTIES AND TAXES

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

19. BID FORMAT

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 initialed by the person or persons who signed the bid.

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

20. LANGUAGE OF BIDS

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

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

21. DEADLINE FOR BID SUBMISSION

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

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

22. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

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

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

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

23. BID SUBMISSION

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

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

24. OPENING OF BIDS

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

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

25. EVALUATION METHOD AND CRITERIA

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

26. OTHER UNOPS RIGHTS

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

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

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

27. COLLECTION OF REJECTED OR UNSUCCESSFUL BIDS

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

28. 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.

29. ETHICS AND CORRUPT PRACTICES

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

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

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

30. AUDIT

Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 29 above, in connection with this bid process or any contract that may be awarded as a result of this bid process.

In cooperating with UNOPS, the bidders shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements of the bidder that may be required to conduct such investigation. The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the bid submitted by such bidder, and to terminate any contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

31. BID PROTEST

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

SECTION III EVALUATION METHOD AND CRITERIA

32. EVALUATION METHOD

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

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

- technical expertise and experience;
- safety, quality and insurance; and
- capacity, resources and key personnel.

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

33. PRELIMINARY EXAMINATION

Upon opening of the bids, UNOPS shall proceed to a preliminary examination of the bids. UNOPS may reject any bid during the preliminary examination which does not comply with the requirements set out in this ITB, without further consultation with the bidder.

Bids which are incomplete, frivolous, clearly not competitive or contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination. A bidder may not be permitted to correct or withdraw material deviations or reservations in a bid once the bids have been opened.

34. CLARIFICATION OF BIDS

UNOPS may request clarification or further information in writing from the bidders at any time during the bid process. The bidders' responses shall not contain any changes regarding the substance or price of the bid.

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

35. EVALUATION CRITERIA

Returnable Bid Schedule 1 - Form of Bid

*The bidder's form of bid is correctly filled out.
Check and clarify*

*Document from Serbian Business Registers Agency to be provided. Not older than 6 months
Check and clarify*

*Tax administration receipt that the company paid all local and national taxes to be provided.
Document from Business Registry Agency that a company is listed as recognized bidder is acceptable. Documents should not be older than 6 months from the date of the proposal.
Check and clarify*

Returnable Bid Schedule 2 - Bid Security

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

Returnable Bid Schedule 3 - Bidder Details

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

Returnable Bid Schedule 5 - Preliminary Programme

*The bidder's preliminary program and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the works within timelines that are consistent with industry practice, the project requirements and UNOPS' project technical staff programme. The detailed work plan should include the mechanisation/equipment and number of workers to be engaged per each activity.
Detailed work plan to be provided and should not be longer than **180 calendar days**.
Pass/Fail*

Returnable Bid Schedule 6 – Project Team and Organisational Structure

The bidder's project team and organizational structure demonstrate the capacity of the bidder's core team to execute the works and should include all essential roles filled with people of the required experience. Additionally the engineers must hold the following licenses:

- a) **Construction engineer – 410 or 411.** Responsible Construction Engineer must have relevant professional experience in at least 2 projects as responsible contracting engineer. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment and sheets of final payment certificates signed by the investor, supervisor and responsible contracting engineer). CV of proposed engineer should also to be provided. The Bidder should also provide the evidence of his/her employment (employment record booklet or temporary employment contract).

Pass / Fail

- b) **Water Engineer – 413 or 414.** Responsible Water structures Engineer must have relevant professional experience in at least 2 projects as responsible contracting engineer. For this purpose the bidder should provide adequate proof of his/her engagement (decision on appointment and sheets of final payment certificates signed by the investor, supervisor and responsible contracting engineer). CV of proposed engineer should also to be provided. The Bidder should also provide the evidence of his/her employment (employment record booklet or temporary employment contract).

Pass / Fail

Returnable Bid Schedule 7 – Insurances – NOT USED

*The bidder's insurances comply with the ITB's requirements.
Check and clarify*

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

1. At least 3 similar contracts executed successfully during the last 5 years. At least one with the total value of RSD 3,000,000.00 or more. Reference letters from the clients

issued to the main contractor to be provided. The Bidder should also provide the copy of the approved final payment certificates and contracts supporting the reference letters.
Check and clarify

2. Minimum RSD 50,000,000.00 of total turnover of all contracts within the last 5 years. Financial statements and solvency reports for last 5 years to be provided
Check and clarify

3. Capacity to undertake this contract within current workload. List of on-going contracts with values to be provided together with the statement that the Bidder has adequate human, financial and technical capacities to cover the tendered works.
Check and clarify

4. Key assets that the bidder shall demonstrate adequate ownership of, or access to:

- Bulldozer
- 4 excavators/Frontend loader
- 1 truck, 1.5 t
- 1 JCB
- 3 trucks, 20 t
- Vibrating compactors

Note: All of the above equipment should be hired or owned. Please provide adequate proof (hiring contracts or company's assets list) for this purpose.

Returnable Bid Schedule 9 – Works Management System

Health and Safety Management System - The bidder's health and safety manual and preliminary plan demonstrate the bidder's capacity to consistently construct the works in a suitably safe manner. The Bidder should provide Work Safety and Security Act (first page of the document signed and stamped). The Bidder shall also provide the Letter of appointment for responsible person for the implementation of safety and security plan.
Check and clarify.

Returnable Bid Schedule 10 – Proposed Subcontractors and Suppliers

The bidder's proposed subcontractors and suppliers are of an appropriate quantity and quality and their location is appropriate. Total amount of subcontracted works must not exceed **49%** of the total price offered.
Check and clarify

Returnable Bid Schedule 11 – Proposed Sources of Naturally Occurring Material and Outline Statement of Proposed Methods – NOT USED

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

Returnable Bid Schedule 12 – Declaration

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

Returnable Bid Schedule 13 – Conflict of Interest

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

Returnable Bid Schedule 14 – Dispute Details

The bidder's filled out this schedule.

Check and clarify

Returnable Bid Schedule 15 – Addenda to ITB

The bidder's filled out this schedule.

Check and clarify

Financial Evaluation Criteria

Returnable Bid Schedule 4 - Lump Sum Contract Price:

<u>Lump Sum Contract Price:</u>	<u>(i) in local currency:</u>	

**SECTION IV
RETURNABLE BID SCHEDULES**

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

**RETURNABLE BID SCHEDULE 1
FORM OF BID**

United Nations Office for Project Services
Sumatovacka 59, 11 000 Belgrade

Dear Sir/Madam,

Subject: Bid for the Provision of construction works for anti-erosion structures in Raska river water shed , ITB Case No. UNOPS-EP-2016-W-046.

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

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

RETURNABLE BID SCHEDULE 2

FORM OF BID SECURITY

BANK GUARANTEE FOR BID

[Insert Letterhead of Bank]

Date: **[insert]**

To: **[insert]**
United Nations Office for Project Services (UNOPS)
[insert address]

Dear **[insert]**

Re: Bank Guarantee for Bid in response to Invitation to Bid, Case No. [Insert Case No.]

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

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

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

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

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

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

This bank guarantee may not be assigned by UNOPS to any person, firm or company other than an affiliate, without our prior written consent, which shall not be unreasonably withheld. UNOPS shall notify us in writing of any assignment, after which we shall make any payment

claimed under this bank guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

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

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

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

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

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

Notices under this bank guarantee shall be made to:

[insert contact information for notices]

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

SIGNED by **[insert]**

as attorney for **[insert]**

under power of attorney dated **[insert]**

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

RETURNABLE BID SCHEDULE 3

BIDDER'S DETAILS

ITB Case No.: UNOPS-EP-2016-W-046

Name of bidder:

Trade Licence title and No.:

Address of registered office:

Name of bidder representative:

Address for service of notices (if different than above):

Phone number:

Facsimile number:

Mobile phone number:

Email:

RETURNABLE BID SCHEDULE 4

LUMP SUM CONTRACT

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall submit within Returnable Bid Schedule 4 (or annexed to Returnable Bid Schedule 4 if files size is prohibitively large) a Lump Sum Contract Price. Where an item is not priced and/or a rate is not provided in the Bill of Quantities such price and/or rate shall be deemed to be allocated within the total contract price.

RETURNABLE BID SCHEDULE 5
BIDDER PRELIMINARY PROGRAMME

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

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

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

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

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

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

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

RETURNABLE BID SCHEDULE 6

PROPOSED PROJECT TEAM AND ORGANIZATIONAL STRUCTURE

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders: Bidders shall set out below:

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

Key Personnel

No.	Position Description	Name	Years Exp
1	Construction Engineer	[Insert Name]	[Insert No.]
2	Water Engineer	[Insert Name]	[Insert No.]

Contractor's Representative as per the Contract:

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

RETURNABLE BID SCHEDULE 7 – NOT USED

INSURANCES

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

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

1. Construction All Risks Insurance/Third Party Liability Insurance

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

2. Workers' Compensation/Employer's Liability Insurance

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

3. Contractor's Plant and Equipment Insurance

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

4. Motor Insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	

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

5. Professional Indemnity Insurance

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

6. Marine Cargo Insurance

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

RETURNABLE BID SCHEDULE 8

CAPACITY, EXPERIENCE, WORK IN HAND AND WORK COMPLETED

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

1. Similar projects during the last 5 years:

[List names, locations and value]

2. All projects during the last 3 years:

[List names, locations and value]

3. All current projects underway or committed to start:

[List names, locations and value]

4. Assets

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

RETURNABLE BID SCHEDULE 9

WORKS MANAGEMENT SYSTEM

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

Note to bidders:

- *Bidders are required to provide the following information:*

Project implementation/quality management

- *Project implementation/quality management manual/policy (if any);*
- *An outline project implementation/quality management plan for the project.*

Health and safety management

- *Health and safety management manual/policy - The bidder's health and safety manual and preliminary plan demonstrate the bidder's capacity to consistently construct the works in a suitably safe manner. The Bidder should provide Work Safety and Security Act (first page of the document signed and stamped). The Bidder shall also provide the Letter of appointment for responsible person for the implementation of safety and security plan.*
- *An outline health and safety management plan for the project.*

Environmental management

- *Environmental management manual/policy(if any);*
 - *An outline environmental management plan for the project.*
- *After selection of the successful bidder, UNOPS, in consultation with the bidder, will review above information with a view to determining how it can be integrated with UNOPS' own works management system. Please note that UNOPS' management system sets a standard minimum and shall apply by default.*

RETURNABLE BID SCHEDULE 10

PROPOSED SUBCONTRACTORS AND SUPPLIERS

ITB Case No.: UNOPS-EP-2016-W-046_____

Name of bidder: _____

Date: _____

Signature: _____

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

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

RETURNABLE BID SCHEDULE 11 – NOT USED

**PROPOSED SOURCES OF NATURALLY OCCURRING MATERIALS
AND
OUTLINE STATEMENT OF PROPOSED METHODS**

ITB Case No.: UNOPS-EP-2016-W-046_____

Name of bidder: _____

Date: _____

Signature: _____

Note to Bidders: Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates, and outline statement method statement setting out how they intend to stage and construct the works and coordinate with the local authorities in order to obtain all required authorizations and make sure that the project will be implemented on schedule.

RETURNABLE BID SCHEDULE 12

DECLARATION

United Nations Office for Project Services
Sumatovacka 59, 11 000 Belgrade

Dear Sir/Madam,

Subject: Invitation to Bid for the Provision of construction works for anti-erosion structures in Raska river water shed . Case No. UNOPS-EP-2016-W-046.

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

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

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

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

Signature of authorised witness

Name of authorised witness
(capital letters)

Address of authorised witness

Witness' Occupation

Signature of declarant

RETURNABLE BID SCHEDULE 13

CONFLICTS OF INTEREST

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

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

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

RETURNABLE BID SCHEDULE 14

DISPUTE DETAILS

ITB Case No.: UNOPS-EP-2016-W-046 _____

Name of bidder: _____

Date: _____

Signature: _____

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

SECTION V: UNOPS SHORT FORM CONSTRUCTION CONTRACT

Attached