

Invitation to Bid (ITB) for Services

TECHNICAL COMMISSIONING OF THE WORKS ON THE REHABILITATION OF THE ROAD STRUCTURES AFFECTED BY THE FLOODS IN SERBIA

ITB Ref No: UNOPS-ROADS-2016-S-021

Invitation letter

Dear Sir/Madam,

Subject: Invitation for provision of Technical commissioning of the Works on the Rehabilitation of the Road Structures Affected by the Floods in Serbia – ITB Ref No.: UNOPS-ROADS-2016-S-021

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: Bid 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 H: Bid Security Form – NOT USED
 - Form I: Manufacturer's authorisation form – NOT USED
 - Form J: Performance Statement Form
 - Form K: No Adverse Action Confirmation Form
- Section VI: Contract Forms
 - VI-1: UNOPS General Conditions of Contract
 - VI-2: Special Conditions for Goods/Services
 - VI-3: UNOPS sample contract for Services
 - VI-4: Performance Security Guarantee Form – NOT USED
 - VI-5: Advance Payment Security Guarantee Form – NOT USED

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:

Approved by:



Name: Graeme Tyndall
Title: RSOC Manager
Date:

Section I: Bid 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 the provision of Technical commissioning of the Works on the Rehabilitation of the Road Structures Affected by the Floods in Serbia as further described in ToR 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: United Nations Office for Project Services, <i>Procurement Unit</i></p> <p>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)	<p>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.</p>
Bidder Eligibility (Article 4)	<p>No nationalities are excluded from submitting a bid.</p> <p>Bidder must also identify and disclose all information regarding any related entity/s, if any, by providing full legal name and address of the related entity/s.</p> <p>Should there be no related entities, the Bidder must provide a statement to that effect.</p>
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from bidders will not be accepted any later than 3 days before the Deadline for Bid Submission.</p> <p>Responses to requests for clarification and/or amendments shall be communicated to bidders by posting responses on UNOPS' website at https://www.unops.org/english/Opportunities/suppliers/Pages/Business-opportunities.aspx under ITB Case No. UNOPS-ROADS-2016-S-021.</p> <p>Responses to requests for clarification shall be communicated to bidders also by posting responses on LBHT web site (http://www.sagradimodom.org) and EUROPEAN PROGRES website (www.europeanprogres.org) under ITB Case No. UNOPS-ROADS-2016-S-021.</p>
Clarification or Pre-bid Meeting (Article 8)	A clarification meeting shall not be held.

Site Inspection (Article 9)	A site inspection shall not be held.
Bid validity period (Article 12)	Bids shall remain valid for acceptance by UNOPS for 120 days for formal processes from the Deadline for Bid Submission.
Partial bids (Article 13)	n/a
Alternative bids (Article 14)	Alternative bids are not accepted.
Bid Currenc(ies) (Article 16)	Prices shall be quoted in USD (US Dollar).
Duties and Taxes (Article 17)	All bids shall be submitted net of any direct taxes.
Bid Security (Article 18)	n/a
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, on 15 September 2016.

<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.</p> <p>The envelope shall be labelled as follows:</p> <p style="text-align: center;">***CONFIDENTIAL BID - DO NOT OPEN UNLESS AUTHORIZED*** Case No.: UNOPS-ROADS-2016-S-021 United Nations Office for Project Services Sumatovacka 59, 11000 Belgrade, Republic of Serbia</p> <p>Personal delivery shall be made between the hours of 08:00 and 17:00 on UNOPS regular working days by the Deadline for Bid Submission.</p> <p>Att.: Chair Person, Bid Opening Committee. Case No.: UNOPS-ROADS-2016-S-021 Deadline for Bid Submission: 12:00h, noon, on 15 September 2016</p> <p style="text-align: center;">From: <i>[Insert bidder's name & details]</i>]</p>
<p>Opening of Bids (Article 24)</p>	<p>No public bid opening</p>
<p>Type of contract to be awarded (Article 33)</p>	<p>UNOPS will sign the following contract with the awarded bidder(s): Contract for Services</p>
<p>Signing of contract (Article 33)</p>	<p>UNOPS plans to award the contract by end of September 2016.</p>
<p>Performance Security (Article 34)</p>	<p>n/a</p>
<p>Payment terms (Article 35)</p>	<p>Contract Price shall be paid within 30 days after the receipt of the services.</p>
<p>Advanced Payment (Article 35)</p>	<p>Advanced payment is not allowed.</p>
<p>Liquidated damages (Article 36)</p>	<p>n/a</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: Bid 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 **Bid 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: Bid 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 Invitation To Bid.

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/PD'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: Bid Particulars** up to the time stated in **Section I: Bid 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: Bid 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: Bid Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: Bid Particulars**.

If it is stated in **Section I: Bid 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: Bid 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: Bid 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: Bid Particulars**, at the time and place and in accordance with any instructions set out in **Section I: Bid Particulars**.

If it is stated in **Section I: Bid 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: Bid 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: Bid 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: Bid Particulars**. Bids offering only part of the requirements may be rejected unless permitted otherwise in **Section I: Bid 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: Bid 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: Bid 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: Bid 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: Bid 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: Bid 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: Bid Particulars**.

18. BID SECURITY

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

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

Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: Bid 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: Bid 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 previously subject to the 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: Bid 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: Bid 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. The notifications of award will constitute the formation of the contract. 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: Bid 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: Bid 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: Bid 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: Bid 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: Bid 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 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 Bidder must also identify and disclose all information regarding any related entity/s, if any, by providing full legal name and address of the related entity/s. Should there be no related entities, the Bidder must provide a statement to that effect.
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. Bid Security (not applicable)	<ul style="list-style-type: none"> Form H: Bid Security Form (not applicable)
5. Legal and financial eligibility	<ul style="list-style-type: none"> Document from Business Registers Agency Tax administration receipt that the company paid all local and national taxes Copies of financial statements and solvency reports for the last three years
6. Technical Eligibility	<ul style="list-style-type: none"> Professional company licences - П131Г2 (И131Г2) П131С1
7. Eligibility of the Bidder as a legal entity	<ul style="list-style-type: none"> List of structures commissioned by the Bidder and References for minimum three (3) similar (design, supervision, and technical commissioning) projects within last five (5) years: Reference #1: decision on the appointment and certified Commissioning Report Ref. #2: decision on the appointment and certified Commissioning Report Ref #3: decision on the appointment and certified Commissioning Report

8. Personnel Eligibility	<ul style="list-style-type: none"> List of the proposed Team members For each proposed team member: List of structures in commission of which the team member participated Reference #1: Decision on appointment as a member of a commissioning team and certified Commissioning Report Reference #2: Decision on appointment as a member of a commissioning team and certified Commissioning Report Reference #3: Decision on appointment as a member of a commissioning team and certified Commissioning Report
9. Formal conformity with the required location and time constraints	<ul style="list-style-type: none"> Bidder's declaration of capacity to complete technical commissioning of 59 landslides and bridges within the required period and proposed dynamics and in accordance with aforementioned relevant regulations Work Programme

Qualification criteria – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Financial capacity The Bidder should have annual average turnover of minimum RSD 30,000,000.00 (Thirty Million Republic of Serbia Dinars), in the last three years	<ul style="list-style-type: none"> Copies of financial statements and solvency reports for the last three years
2. The Bidder should be in continuous business of supplying similar services as specified in the 'Schedule of requirements' during the last 5 (five) years prior to Proposal opening	<ul style="list-style-type: none"> Certification of incorporation of the Bidder Form J: Performance Statement Form Document from Business Registers Agency
3. Bidder has paid all local and national taxes	<ul style="list-style-type: none"> Tax administration receipts/Document from Business Registers that the company is registered as a qualified Bidder (Document should not be older than 6 months from the date of the proposal)
4. Technical Eligibility	<ul style="list-style-type: none"> - П131Г2 (И131Г2) – Road Structure Projects Design (Construction), comprising state roads of I and II category, travel facilities and traffic connections to these roads and border crossings. - П131С1 – Road Traffic Design and Signalling, comprising state roads of I and II category, travel facilities and traffic connections to these roads and border crossings.

<p>5. Experience of the Bidder as a legal entity</p> <p>The Bidder as legal entity, shall have experience in commissioning minimum three (3) similar projects of technical commissioning of the construction/ reconstruction of the road structures on the state roads of I and II category within the last five (5) years.</p>	<ul style="list-style-type: none"> • List of structures commissioned by the Bidder and References for minimum three (3) similar projects of technical commissioning of the construction/reconstruction of the road structures on the state roads of I and II category within last five (5) years: • Reference #1: decision on the appointment and certified Commissioning Report • Ref. #2: decision on the appointment and certified Commissioning Report • Ref #3: decision on the appointment and certified Commissioning Report
<p>6. Personnel Capacity</p> <p>The Bidder shall propose at least two (2) Commissioning Teams with different members, each team composed of the Head of the Commissioning Team and the two members of the following minimum qualifications:</p> <ul style="list-style-type: none"> • At least one (1) structural engineer with the professional licenses 310 or 410 and personal experience of participating in commissioning minimum three (3) similar projects of technical commissioning of the construction/reconstruction of the road structures on the state roads of I and II category within last five (5) years • At least one (1) engineer for the traffic signalization and equipment with the professional licenses 370 and personal experience of participating in commissioning minimum three (3) similar projects of technical commissioning of the construction/reconstruction of the road structures on the state roads of I and II category within last five (5) years • At least one (1) engineer for the road structures with either of the professional licenses: 312/ 315/ 316/ 412/ 415 and personal experience of participating in commissioning minimum three (3) similar projects of technical commissioning of the construction/reconstruction of the road structures on the state roads of I and II category within last five (5) years 	<ul style="list-style-type: none"> • List of the proposed Team leaders/members with their roles, professional licenses, proof of employment for full-time employed or service contracts for outsourced personnel and statements on team members' availability during the engagement period For each proposed team leader/member: • List of structures in commission of which the team member participated • Reference #1: Decision on appointment as a member of a commissioning team and certified Commissioning Report • Reference #2: Decision on appointment as a member of a commissioning team and certified Commissioning Report • Reference #3: Decision on appointment as a member of a commissioning team and certified Commissioning Report

7. Capacity to conform with the required location and time constraints	-Bidder's declaration of capacity to complete technical commissioning of 59 landslides and bridges within the required period and proposed dynamics and in accordance with aforementioned relevant regulations - Work Programme including detailed the time and resource schedule for the already contracted works and given completion dates. For tentative completion dates the Work Programme shall contain tentative time and resource schedule which will be adjusted accordingly
8. There should not be any adverse report regarding the supplies for at least five years preceding the date of bid opening.	<ul style="list-style-type: none"> Form K: No Adverse Action Confirmation Form

Technical criteria

Criteria	Documents to establish compliance with the criteria
1. Services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section IV: Schedule of Requirements: ToR	<ul style="list-style-type: none"> Form G: Technical Bid Form



Section IV: Schedule of Requirements

TERMS OF REFERENCES

Technical commissioning of the Works on the Rehabilitation of the Road Structures Affected by the Floods in Serbia

1. PROJECT BACKGROUND:

The “European Union Support for the Reconstruction of the Road Structures Affected by the Floods in Serbia” is the continuation of the European Union (EU) efforts to support the Republic of Serbia after the devastating floods that hit the country in May 2014 and to create conditions for the flood prevention and reaction in emergency situations. This project, whose budget is 10.49 million Euros, is implemented by the United Nations Office for Project Services (UNOPS) from January 2016-December 2018 (24 months execution period and 12 months for the Defects Notification Period).

As the result of the Project activities, a minimum of 45 critical landslides will be remediated, and 14 road structures (bridges) damaged by erosions will be reconstructed.

The project is implemented by the funds from the Delegation of the European Union (DEU) and in partnership and close cooperation with the Public Investment Management Office of the Government of the Republic of Serbia (PIMO), Public Enterprise Roads of Serbia (PERS), and Local self-governments.

2. EXPECTED RESULTS AND SCOPE OF THE CONSULTANCY

2.1 Expected results

The Consultant is expected to perform the services on the technical commissioning of the rehabilitation/reconstruction/construction works on a minimum of 45 landslides and 14 road structures (bridges) of the road transport network in 20 municipalities and four cities in the Republic of Serbia. The subject works are to be executed through ten (10) separate contracts for the remediation works on the landslides, five (5) separate contracts for the rehabilitation works on 10 bridges and two (2) separate contracts will be signed for construction of the four new bridges.

2.2. Deliverables

Upon successful commissioning of the subject structures, the Consultant shall produce and deliver the Report on the completed work of the Commission for technical inspection of the executed works on remediation of each landslide and rehabilitation/ construction of each bridge.

3. SCOPE OF CONSULTANCY

3.1 Inputs

Public Enterprise Roads of Serbia (PERS), as the key beneficiary and the owner of the subject infrastructure, commissioned the preparation of the technical design documents and their subsequent auditing. The PERS engaged into the land expropriation where it was necessary and obtained relevant permits from the Ministry of Construction, Transport and Infrastructure of the Republic of Serbia.

In accordance with the aforesaid, the following documentation will be provided by the Investor (PERS) and the Contractor, and made available to the Consultant:

- Technical design documentation
- Construction contracts
- Relevant permits

- Construction site documentation (construction daily logs, measurement books, inspection books, correspondence, etc.)
- Attestation documents for construction materials
- Surveys made during the construction (geodetic and geotechnical survey)
- Tests and results of inspections and measurements of the Works
- Other documentation needed for Technical Commissioning

3.3 Activities

The Consultant will commission the subject works ensuring that the Contractor and the Technical Supervision incorporated all legal and technical requirements defined by the State Regulations, as well as certify that all works are performed according to the Design and approved changes in the design during the construction process.

Technical commissioning must be conducted in accordance with the Law on Public Roads, the Law on Planning and Construction of Republic of Serbia and the Rulebook on the Scope and Terms of Conducting Technical Inspection, Composition of the Commission, Contents of the Commission's Declaration on Determining the Suitability of Structure for Use, Soil and Structure Observation During the Construction and Use and Minimum Warranty Periods for Specific Types of Structures - Official Gazette of the Republic of Serbia N°27/2015 and 29/2016 (*Pravilnik o sadržini in načinu vršenja tehničkog pregleda objekta, sastavu komisije, sadržini predloga komisije o utvrđivanju podobnosti objekta za upotrebu, osmatranju tla i objekta u toku građenja i upotrebe i minimalnim garantnim rokovima za pojedine vrste objekata – „Sl. Glasnik RS“ br. 27/2015 i 29/2016*).

Activities shall include, but not limit to:

- Understanding the Project background,
- Active communication with the Contractors, Technical Supervision Team and the PERS representatives during the process of technical commissioning,
- Active and timely communication and reporting to the Client – UNOPS EU Roads Project
- Other related activities that will enable commissioning of the road sections and bridges and issuance of the Use permit fully in accordance with the aforementioned legislation and regulations.

4. PROJECT MANAGEMENT

4.1 Responsible body

The United Nation Office for Project Services (UNOPS) shall act as the Contracting Authority.

UNOPS is Contracting Authority for works and technical supervision on all landslides and bridges as well. The Contracting Authority will assure their representatives on site.

4.2 Management structure

The Consultant shall appoint the Head of the Commissioning Team who will report to the Contracting Authority and be responsible for all tasks listed in this ToR.

The Head of the Commissioning Team will be in charge of the meetings between the Contractor, Technical Supervision and the Contracting Authority.

5. LOGISTICS AND TIMING

5.1 Locations

The works will be executed on remediation of minimum of 45 landslides endangering the state roads of IB, IIB and IIA category and rehabilitation of the 14 bridges, spread across 20 municipalities and four cities of south-west Serbia: Ivanjica, Sjenica, Užice, Bajina Bašta, Gornji Milanovac, Arandjelovac, Požega, Ljig, Knić,

Krupanj, Osečina, Valjevo, Koceljeva, Mionica, Boljevac, Medveđa, Ljubovija, Kosjerić, Loznica, Šabac, Surdulica, Knjaževac, Aleksinac and Kovačica.

Based on geographic location, 45 landslides were divided into ten groups (LOTs) while 14 bridges were divided into seven groups.¹

5.2 Start date & period of implementation

The target start date for the commissioning is early October 2016 pending the completion of the works on remediation of the first sets of landslides. The work will involve periodic and non-continuous engagement of the Consultant's teams following the completion of the subject works. The Project foresees that up to 23 landslides and up to five bridges will be completed and ready for commissioning by the end of 2016. The remaining 22 landslides and nine bridges will be completed during 2017 construction season. Attachment I to this ToR provides the List of all subject road structures with the contracted and tentative dates of completion.

The Bidder is expected to address the known time and geographical constraints in the Work Programme, which is to be submitted as part of the Bid. The Work Programme may be adjusted during the implementation period.

The Consultancy will submit the offer for the commissioning of each road structure/bridge as a part of the tender documentation and cumulative forming the lump sum price for the commissioning of total of 59 road sections with remediated landslides and bridges. Contracting and payments will be done based on the estimated timeframe for commissioning as presented in the Attachment I and issuance of respective Commissioning reports. The Consultancy shall be responsible for their own organization and time management, which is crucial for the efficient and successful completion of the assignment.

The Consultant shall provide a statement on capacity to complete the required services according to the proposed dynamics.

6. REQUIREMENTS

6.1 Staff

The Consultant should have proven expertise and experience in:

- Technical commissioning of the construction/reconstruction works on the road structures on the state roads of I and II category.
- Working under the Republic of Serbia's construction legal framework, as well as under the regulations governing subject construction.
- Working with FIDIC modality construction contracts is an advantage,
- Communicating and reporting to the contracting authorities.

The team members can be employed on a full-time or service contract bases. All experts must be independent and free from conflict of interest in the responsibilities they take on. The composition of the Technical Inspection Commission must comply with the Rulebook on the Scope and Terms of Conducting Technical Inspection, Composition of the Commission, Contents of the Commission's Declaration on Determining the Suitability of Structure for Use, Soil and Structure Observation During the Construction and Use and Minimum Warranty Periods for Specific Types of Structures (Official Gazette of the Republic of Serbia N°27/2015 and 29/2016).

6.2 Support and equipment to be provided by the Consultant

The Consultant shall be responsible for the entire logistics necessary for the implementation of the required services, including but not limiting to provision of the support personnel, office and field equipment, transportation, etc.

Abovementioned costs shall be included in the commissioning financial proposal.

¹ List of landslides and corresponding LOTs is given in Attachment I

7. REPORTS

7.1 Reporting requirements

All reports, minutes of meetings and other written material are to be produced in English and Serbian languages. In case of discrepancies, the English versions shall prevail.

Official language of communication with client is English. The language of Technical Commissioning Report is Serbian.

As final deliverable, the Consultant shall produce and submit the following Report for each and every of the 59 road structures:

Name of report	Contents	Submission deadline
Report on the completed work of the Commission for technical inspection of the executed works on remediation of landslide and/ or rehabilitation/ construction of each bridge (Commissioning Report)	<p>The Report shall be fully in line with the Law on Planning and Construction of the Republic of Serbia and the Rulebook on the Scope and Terms of Conducting Technical Inspection, Composition of the Commission, Contents of the Commission's Declaration on Determining the Suitability of Structure for Use, Soil and Structure Observation During the Construction and Use and Minimum Warranty Periods for Specific Types of Structures (Official Gazette of the Republic of Serbia No27/2015 and 29/2016), and include but not limit to the following:</p> <ol style="list-style-type: none"> Registration of a legal entity Legal entity's license to conduct the required services Decision on composition of the Technical Inspection Commission(s) Professional licenses of all members of the Commission(s) Minutes and All supporting documentation such as: attestation, reports, certificates, elaborates, decisions and photo documentation related to the report <p>The Report is to be submitted in the four (4) hard copies and one digitalised copy.</p>	No later than 3 weeks after the completed technical inspection

The Contracting Authority may request ad hoc reports on project related issues.

8. MONITORING AND EVALUATION

8.1 Definition of indicators

The Contracting Authority will monitor the performance of the Contractor and evaluate the submitted reports.

A specific judgment about the Consultant's performance can be obtained from the following:

- Actual and timely commissioning of the completed structures;
- Commissioning completed within the given timeframes i.e. following the works' completion
- Timely submitted Commissioning Reports

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 H: Bid Security Form – NOT USED
- Form I: Manufacturer's authorisation form – NOT USED
- 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 H: Bid Security Form – NOT USED	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form I: Manufacturer's authorization 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		
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		
• Bidder must also identify and disclose all information regarding any related entity/s, if any, by providing full legal name and address of the related entity/s. Should there be no related entities, the Bidder must provide a statement to that effect.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Document from Business Registers Agency	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Tax administration receipt that the company paid all local and national taxes	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Copies of financial statements and solvency reports for the last 3 years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Professional legal entity's licenses	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• List of structures commissioned	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• 3 reference letters supported with decision on the appointment and certified Commissioning Report	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• List of the proposed Team members	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Professional licenses, proof of employment and statements on team members' availability during the engagement period	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Decision on appointment and certified Commissioning Report for each Team Member	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Bidder's declaration of capacity	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Work Programme			

2

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: Bid 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: Bid Particulars, we commit to obtain a performance security in accordance with Instructions to Bidders Article 34 and the General Conditions of the 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/DPD, 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]

R

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.

Prices for Services

Lot 1	Description	Qty	Currency: USD	
			Unit price	Total price
1.1	Commissioning of the landslides	45		
1.2	Commissioning of the bridges	14		
			TOTAL:	

NOTE: The list of landslides and bridges is attached to this ITB as Attachment I

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 offer services as requested in ToR included in Section IV: Schedule of Requirements and to demonstrate compliance with UNOPS requirements and insert them below. Bidders are NOT allowed to make any change in the UNOPS requirements. Such changes might disqualify your quotation.

Related services requirements

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

The related 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:

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 H: Bid Security Form (BANK GUARANTEE) – NOT USED

Note to Bidders: The Bank shall fill in this Bank Guarantee Form in accordance with the instructions.

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: _____ (Name and Address of UNOPS)

Date: _____

Bid Guarantee Number: _____

We have been informed that [name of the bidder] (hereinafter called "the bidder") has submitted to you its Bid dated [insert date] (hereinafter called "the bid") for the execution of [name of contract], under the Invitation To Bid No. (ITB number) ("the ITB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing, accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

- (a) Has withdrawn its bid during the period of bid validity specified by the bidder in the Form of Bid; or
- (b) Having been notified of the acceptance of its bid by UNOPS during the period of bid validity,
 - (i) fails or refuses to execute the Contract Form; or
 - (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to bidders.

This guarantee will expire:

- (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder; or
- (b) if the bidder is not the successful bidder, upon the earlier of:
 - (i) our receipt of a copy of your notification to the bidder of the name of the successful bidder; or
 - (ii) twenty-eight days after the expiration of the bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

[Signature(s)]

Form I: Manufacturer's Authorization Form – not used

A letter issued by the manufacturer authorizing the applicant to participate in this particular ITB must be submitted with the bid in the format provided in this Form.

To be eligible for delivery of goods, the bidder must be either the manufacturer of the offered goods or a sole representative of the manufacturer to the United Nations. Should offers for a particular make and model be received from more than one appointed representative, UNOPS reserves the right to select only one.

ITB reference no: [insert ITB reference No.]

Name of Bidder: [insert name of bidder]

Date: [insert submission date]

To: UNOPS Headquarters, Marmorvej 51, DK-2100 Copenhagen, Denmark

WHEREAS

We **[insert complete name of manufacturer]**, who are official manufacturers of **[insert type of goods manufactured]**, having factories at **[insert full address of manufacturer's factories]**, do hereby authorize **[insert complete name of bidder]** to submit a bid the purpose of which is to provide the following goods, manufactured by us **[insert name and or brief description of the goods]**, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 13 of the General Conditions for Goods, with respect to the goods offered by the above firm.

Signed: **[insert signature(s) of authorized representative(s) of the manufacturer]**

Name: **[insert complete name(s) of authorized representative(s) of the manufacturer]**

Title: **[insert title]**

Dated on _____ day of _____, _____ **[insert date of signing]**

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 supplies of goods 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 services

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

VI-2: UNOPS Special Conditions of Contract

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCC). Whenever there is a conflict, the provisions herein prevail over those in the GCC. The corresponding Clause number of the GCC is indicated in the left column of the below table.

Clause in General Conditions	Special Condition of Contract

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.

VI-4: Performance Security Form (BANK GUARANTEE) – NOT USED

Note to bidders: This form, when required, shall only be completed by the successful Bidder after contract award. The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated.

Date: [Insert date (as day, month, and year) of submission]

ITB No. and title: [xx-xxx and title of the ITB]

Bank's Branch or Office: [Insert complete name of guarantor]

Beneficiary: [Insert legal name and address of UNOPS]

Performance Guarantee No.: [Insert Performance Guarantee number]

We have been informed that [insert complete name of supplier] (hereinafter called "the supplier") has entered into Contract No. [Insert number] dated [Insert day and month], [Insert year] with you, for the supply of [description of goods and related services] (hereinafter called "the contract"). Furthermore, we understand that, according to the conditions of the contract, a Performance Guarantee is required.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)² in figures and words], upon receipt by us of your first demand in writing declaring the supplier to be in default under the contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee shall expire no later than the [insert number] day of [insert month] [insert year],³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, except that the supporting statement under article 15(a) is excluded.

[Signatures of authorized representatives of the bank and the supplier]

² The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to UNOPS.

³ Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). UNOPS should note that in the event of an extension of the time to perform the Contract, UNOPS would need to request an extension of this Guarantee from the Bank. Such request must be in writing, and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, UNOPS might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to UNOPS's written request for such extension. Such a request is to be presented to us before the expiry of the Guarantee."



VI-5: Advance Payment Guarantee Form (BANK GUARANTEE) – NOT USED

Note to bidders: This form, when required, shall only be completed by the successful Bidder after contract award. The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.

Date: [Insert date (as day, month, and year) of submission]

ITB No. and title: [xx-xxx and title of the ITB]

[Bank's letterhead]

Beneficiary: [Insert legal name and address of UNOPS]

Advance payment guarantee no.: [Insert Performance Guarantee number]

We, [insert legal name and address of bank], have been informed that [insert complete name and address of supplier] (hereinafter called "the supplier") has entered into Contract No. [Insert number] dated [insert date of agreement] with you, for the supply of [Insert types of goods to be delivered] (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, an advance is to be made against an advance payment guarantee.

At the request of the supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s)⁴ in figures and words], upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the contract, because the supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the supplier in its account [insert number and domicile of the account]

This guarantee shall remain valid and in full effect from the date of the advance payment received by the supplier under the contract until [Insert date]⁵.

This guarantee is subject to the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, except that the supporting statement under article 15(a) is excluded.

[Signatures of authorized representative(s) of the bank]

⁴ The bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the contract or a freely convertible currency acceptable to UNOPS.

⁵ Insert the delivery date stipulated in the Contract Delivery Schedule. UNOPS should note that in the event of an extension of the time to perform the contract, UNOPS would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, UNOPS might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee."

