

# Civil works- Construction of Mud-block production sheds and latrine in 2 locations (Darera Arba, Babile, Oromia Region and Awbere town, Awbere Woreda, Somali Region), ETHIOPIA

**Ref No.**: UNH-**DS02-2025** 

**Project:** Strengthening Resilience of Disaster-Affected Communities Through

Durable Solutions in Oromia and Somali Regions of Ethiopia

**Country**: Ethiopia

Required level of the contractor: Level /category Five (5) and above

**Issued on**: 20 May 2025

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# **SECTION 1. LETTER OF INVITATION**

UN Habitat invites qualified and licensed local contractors of category Five (5) and above to submit bids for the construction of Mud-block production sheds and latrines. The work also involves installation of three manual mud-block making machines that will be delivered to the project sites.

#### I, LOT I: Darera Arba, Babile, Oromia and

#### 2, LOT II Awbere town, Awbere Woreda, Somali Region

This package includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements, Technical Specifications, Drawings and BOQs

Section 6: Returnable Bidding Forms

- o Form A: Bid Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form (Not allowed)
- o Form D: Eligibility & Qualification Form
- o Form E: Format of Technical Bid
- Form F: Price Schedule Form
- Form G: Forms for Technical Evaluation
  - Form G-1: Projects in Hand/in progress
  - Form G-2: Work Programme/Gantt Chart
  - Form G-3: Key Personal Commitment Form
  - Form G-4: Equipment Commitment Form
  - o Form H: Form of Bid Security

Section 7: Form for Performance Security

If you are interested in submitting a Bid in response to this call, please prepare your Bid in accordance with the requirements and procedure as set out in this package and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet i.e, 11 June 2025 (05:00 PM Addis Ababa Time.

Please show your interest by sending an email to <a href="mailto:yohannes.aynekulu@undp.org">yohannes.aynekulu@undp.org</a>; and copying <a href="mailto:samrawit.yoseph1@un.org">samrawit.yoseph1@un.org</a>; indicating whether you intend to submit a Bid or otherwise. This will enable you to receive amendments or updates to the bid. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries.

UN Habitat looks forward to receiving your Bid and thank you in advance for your interest in this procurement opportunity.

# **SECTION 2. INSTRUCTION TO BIDDERS**

		GENERAL PROVISIONS
1. Introduction	1.1	Bidders shall adhere to all the requirements of this Invitation to Bid(ITB), including any amendments made in writing by UN Habitat.
	1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UN Habitat. UN Habitat is under no obligation to award a contract to any Bidder as a result of this ITB.
	1.3	UN Habitat reserves the right to cancel the procurement process at any stage without any liability of any kind for UN Habitat, upon notice to the bidders or publication of cancellation notice on UN Habitat website.
	1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a 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.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UN Habitat strictly enforce a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation.
	2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UN Habitat staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UN Habitat:
		(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UN Habitat contract.
	2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>

## 3. Eligibility 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UN Habitat whether they are subject to any sanction or temporary suspension imposed by these organizations. It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UN Habitat. 4. Conflict of 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have Interests a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UN Habitat to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UN Habitat. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UN Habitat, and seek UN Habitat's confirmation on whether or not such conflict exists. 4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UN Habitat staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB: and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UN Habitat's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

## **B. PREPARATION OF BIDS**

5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UN Habitat accordingly.

6. Cost of Preparation of Bid	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UN Habitat shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UN Habitat, shall be written in English language.
8. Documents Comprising the Bid	<ul> <li>8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</li> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UN Habitat's satisfaction.
10. Technical Bid Format and Content	<ul> <li>10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</li> <li>10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UN Habitat. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</li> </ul>
11. Price Schedule	<ul> <li>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</li> <li>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</li> </ul>

12. Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. (not required)
	12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected. (not required)
	12.3	If the Bid Security amount or its validity period is found to be less than what is

14. Joint Venture, Consortium or Association	Not allowed
	b) In the event that UN Habitat selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UN Habitat shal reserve the right to award the contract in the currency of UN Habitat's preference, using the conversion method specified above.
ro. currences	<ul> <li>a) UN Habitat will convert the currency quoted in the Bid into the UN Habita preferred currency, in accordance with the prevailing UN operational rate o exchange on the last day of submission of Bids; and (not applicable)</li> </ul>
13. Currencies	13.1 All prices shall be quoted in Ethiopian currency (ETB) only.
	<ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ol> <li>to sign the Contract after UN Habitat has issued an award; or</li> <li>to furnish the Performance Security, insurances, or other documents that UN Habitat may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ol> </li> </ul>
	12.5 The Bid Security may be forfeited by UN Habitat, and the Bid rejected, in the event of any, or combination, of the following conditions (not required):
	12.4 Bid Submission is preferred to be in in electronic format. However, bidders may submit hardcopy in a situation where it is not possible to send through email.
	required by UN Habitat, UN Habitat shall reject the Bid. (not required)

15. Only One Bid	15.1 The Bidder shall submit only one Bid, under its own name
	<ul> <li>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: <ul> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul> </li> </ul>
16. Bid Validity Period	<ul> <li>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UN Habitat and rendered non-responsive.</li> <li>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates</li> </ul>
17. Extension of Bid	and the total price.  17.1 In exceptional circumstances, prior to the expiration of the Bid validity period,
Validity Period	UN Habitat may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UN Habitat staff member, UN Habitat shall have no obligation to respond or confirm that the query was officially received.
	18.2 UN Habitat will provide the responses to clarifications through the method specified in the BDS.
	18.3 UN Habitat shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Habitat to extend the submission date of the Bids, unless UN Habitat deems that such an extension is justified and necessary.

19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UN Habitat may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.	
	19.2 If the amendment is substantial, UN Habitat may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.	
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UN Habitat reserves the right to award a contract based on an alternative Bid.	
21. Pre-Bid Conference	Not Applicable	

c. <u>Submission and opening of bids</u>		
22. Submission by email	22.1 The Bidder shall submit by email a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The financial offer shall be submitted separately from the Technical document under different email subject lines as per the instructions put forward.	
	22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.	
	22.3 Bidders must be aware that the mere act of email submission of a Bid, in and of itself, implies that the Bidder fully accepts the UN Habitat General Contract Terms and Conditions.	
Hard copy (manual) submission	Allowed at UN Habitat Jigjiga sub office contact person ( <u>Dr Muhammed Nuru, Mob+251 97 398 0122</u> ) OR at Addis Ababa UN Habitat Country office with the addresses: Addis Ababa Meskel flower Round about, Fiesta Building, 4 <sup>th</sup> Floor, Addis Ababa, Ethiopia. Bidders shall strictly adhere to the deadline for submission indicated in this ITB.	

Email submissions	22.5 Electronic submission through email as specified in the BDS, shall be governed as follows:
	<ul> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> </ul>
	<ul> <li>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered [not applicable]</li> </ul>
	22.6 There is no need to submit both electronic and hard copy versions. Bidders are requested to choose <u>only one</u> submission method. If bidders are found to have submitted in both formats, the hard copy submission will govern the final submission.
23. Deadline for Submission of Bids and Late	23.1 Complete Bids must be received by UN Habitat in the manner, and no later than the date and time, specified in the BDS. UN Habitat shall only recognise the actual date and time that the bid was received by UN Habitat
Bids	23.2 UN Habitat shall not consider any Bid that is received after the deadline for the submission of Bids.

# 24. Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
- 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UN Habitat, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
- 24.3 Email submissions: A Bidder may withdraw, substitute or modify its Bid sent by email by re-submitting the Bid through another email of the same subject but with a prefix "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION. It is the responsibility of the Bidder make sure that the change is made before the bid closing deadline.
- 24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders ( for manual submissions), except if the bid is withdrawn after the bid has been opened.

# 25. Bid Opening

- 25.1 UN Habitat will open the Bid in the presence of an ad-hoc committee formed by UN Habitat members.
- 25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UN Habitat may consider appropriate, will be recorded at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
- 25.3 In the case of email submission, bidders will receive an email notification once the Bid is opened.

## D. EVALUATION OF BIDS

26. Confidentiality	<ul> <li>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</li> <li>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UN Habitat in the examination, evaluation and comparison of the Bids or contract award decisions may, at UN Habitat's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UN Habitat's vendor sanctions procedures.</li> </ul>
27. Evaluation of Bids	<ul> <li>27.1 UN Habitat will conduct the evaluation solely on the basis of the Bids received.</li> <li>27.2 Evaluation of Bids shall be undertaken in the following steps: <ul> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> </li> <li>Detailed evaluation will be focused on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</li> </ul>
28. Preliminary Examination	28.1 UN Habitat shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UN Habitat reserve the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	<ul> <li>Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</li> <li>In general terms, vendors that meet the following criteria may be considered qualified: <ul> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UN's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UN Habitat's General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul> </li> </ul>

30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UN Habitat may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	<ul> <li>31.1 UN Habitat reserve the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</li> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UN Habitat may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>

32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UN Habitat may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UN Habitat's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UN Habitat in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UN Habitat, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UN Habitat's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UN Habitat and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## 34. Nonconformities, Reparable Errors and Omissions

- 34.1 Provided that a Bid is substantially responsive, UN Habitat may waive any nonconformities or omissions in the Bid that, in the opinion of UN Habitat, do not constitute a material deviation.
- 34.2 UN Habitat may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 34.3 For the bids that have passed the preliminary examination, UN Habitat shall check and correct arithmetical errors as follows:
  - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UN Habitat 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.
- 34.4 If the Bidder does not accept the correction of errors made by UN Habitat, its Bid shall be rejected.

# E. AWARD OF CONTRACT

# 35. Right to Accept, Reject, Any or All Bids

35.1 UN Habitat reserve the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected

	Bidder(s) of the grounds for UN Habitat's action. UN Habitat shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the period of Bid validity, UN Habitat shall award the contract to the qualified and eligible Bidders those are found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UN Habitat. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UN Habitat procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed. [not applicable]

38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UN Habitat reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UN Habitat. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UN Habitat may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UN Habitat Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="https://habnet.unhabitat.org/service/legal">https://habnet.unhabitat.org/service/legal</a>
41. Performance Security	41.1 A performance security, required in the BDS, shall be provided in the agreed format in the amount specified in BDS within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UN Habitat shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 It is standard practice of the UN <b>to not make advance payment(s)</b> (i.e., payments without having received any outputs) for non-complex works. An advance payment is not allowed for this call.
	43.1 If specified in the BDS, UN Habitat shall apply Liquidated Damages for the damages and/or risks caused to UN Habitat resulting from the Contractor's delays or breach of its obligations as per Contract.

44. Payment Provisions	44.1 Payment will be made only upon UN Habitat's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UN Habitat with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract (ETB).
45. Vendor Protest	45.1 UN's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, he/she can submit a written request to the country office detailing the cause of the grievence and mentioning the specific bid.
46. Other Provisions	None

# **SECTION 3. BID DATA SHEET**

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid. In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	☑ Allowed. The bidders may apply for 01 (one) Lot only. Only complete bid against each package will be considered. Evaluation of bids and award of contract will be made on package-wise basis;
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference /Site visit	Not applicable  Site Visit: The Bidder may conduct the site visit on their own expense by contacting the UN Habitat focal person, the address/location of each site is mentioned in Section-5 (Schedule of Requirement)
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not applicable
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.33% Max. number of days of delay <b>one calendar month</b> , thereafter UN Habitat may exercise its right to terminate the contract/Purchase Order.

9	40	Performance Security	Required- 10% of Contract Amount. Form: Bank Guarantee in accordance with template included in Section 7 of the ITB. Performance Security must be valid for 12 Months to cover the construction period (03 Months) & defect liability period (06) months after the substantial completion of project).
10	12	Currency of Bid	Local currency (ETB)
11	31	Deadline for submitting requests for clarifications/ questions	3 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UN Habitat: yodit.gedey@un.org ,_copying samrawit.yoseph1@un.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	<ol> <li>June 2025 (05:00 PM Addis Ababa Time)</li> <li>PLEASE NOTE: -</li> <li>Date and time posted on the main screen of UN Habtiat web will be final and prevail over any other closing time indicated elsewhere, in case they are different. The bidder should make sure bids are submitted within this deadline. UN Habitat will not accept any bid after the deadline.</li> <li>Submit your bid a day prior before the closing time. It is recommended to not wait until last minute. If you face any issue in submitting your bid at the last minute, UN Habitat may not be able to assist.</li> </ol>
14	22	Allowable Manner of Submitting Bids	☑ Online bidding through Email OR manual delivery to the physical addresses of sub regional office (Jigjiga) and country office (Addis Ababa)

15	22	Bid Submission Address	To be submitted via email: addressed to Emails:  yohannes.aynekulu@undp.org  Copying: samrawit.yoseph1@un.org			
			Physcial addresses  Jigjiga Sub office, Contact person  Dr Muhammed Nuru, Mob +251 97 398 0122			
			Country Office			
			Addis Ababa Meskel flower Round about Fiesta Building, 4 <sup>th</sup> Floor, Addis Ababa, Ethiopia.			
			Technical and Financial documents should be emailed separately with different email subject lines			
			All technical documents should be in one folder and in .pdf format and should be emailed with a subject line MUD BLOCK SHED_Technical_ [company Name]			
			Financial offer should be in excel format in addition to a copy of the same signed and stamped and converted to .pdf file and emailed with a subject line : MUD BLOCK SHED_Financial_ [Company Name]			
16	22	Electronic submission e- Tendering requirements	<ul> <li>Format: PDF files only and Priced BOQ in excel format in addition to the signed and stamped PDF file.</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> </ul>			
			<ul> <li>All files must be free of viruses and not corrupted.</li> </ul>			

17	25	Date, time and venue for the opening of bid	Bidders will receive an email notification once their Bids are opened.	
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18	27, 36	Evaluation Method for the Award of Contract	<ul> <li>☑ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</li> <li>☑ Lowest price offer of technically qualified and responsive Bid.</li> <li>UN Habitat may require the Bidder to produce detailed price analyses for any or all items of the price schedule to demonstrate internal consistency of those prices with the construction methods and schedule proposed.</li> </ul>
19		Expected date for commencement of Contract	June 2025
20		Maximum expected duration of contract	Three (03) Months commencing from the date of award of Contract
21	35	UN Habitat will award the contract to:	UN Habitat will award only one Package to one (1) bidder; hence will select Two Bidders, each bidder for each Lot.  Award for each package would be made to the "lowest priced, technically qualified and responsive" bidder. As bidders may submit bids for both packages and may be lowest priced for both packages, therefore in such situation selection for each package will be subject to the following additional considerations:  a) that bidder will be awarded with high value package; and another package will be awarded to 2 <sup>nd</sup> Lowest Bidder in respective Package  b) A bidder may be awarded two packages if there is no other qualified bids under any package.  c) If the winners from the two Lots have a big and unjustified price difference, the bidder with the highest price will be approached for negotiation to narrow the price gap.
22	39	Type of Contract	Contract for Civil Works with a private entity
23	39	UN Habitat Contract Terms and Conditions that will apply	UN Habitat General Terms and Conditions for Works TEMPLATE PRIVATE SECTOR PARTNERSHIP AGREEMENT https://habnet.unhabitat.org/sites/default/files/documents/2093 5_Template_Private_Sector_Partnership_Agreement%2520(1).do c&ved=2ahUKEwii3oLN 2MAXUjxQIHHTGRL_gQFnoECBcQAQ&usg=AOvVaw0EtV31ckH3 w6wfXSVW_hOn

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24		Other Information Related to the ITB	☑ Up Guara and ☑ Up Paym Invoid Contr corre It is s	on contract signing from both parties.  nent Terms: ces complete in all respect shall be submitted ractor to the Project Engineer upon achievements asponding milestones: standard practice of the UN to not make advan	by the ent of the	
			payment(s) (i.e., payments without having received any outpunless the works are complex. The contractor must have the financial capability to undertake part of the construction wo for this call, meaning the contractor has to be financially ablundertake all substructure works including the layout of the ground floor slab before requesting for the 1st payment. Prospective Contractor will have to indicate the cost of serv in ETB only when applying for this assignment.  UN Habitat reserves the right to negotiate in the timing, the percentage, in the construction milestone or in all terms in tway that it is realistic of the local conditions.			
			Progr	ress payment will be agreed in the pre-contract ative payment schedule is given below	ct meeting.	
			pmt	Description	Percentage	
			#1	Upon Completion of 30% of the awarded contract works as per the attached BoQ, upon approval by the project engineer, UN Habitat [Completion of all sub-structure works including concrete flooring for the shed and latrine]	30%	
			#2	Upon Completion of 60% of the awarded contract works as per the attached BoQ, upon approval by the project engineer, UN Habitat and completion certificate signed by the local authority receiving the property.  [100 % completion of all works the shed, latrine, fencing) and final inspection, and site handover]	60%	
			#3	To be released after 2 months if no defect is found in the overall construction works	10%	
				1101110		

# **SECTION 4. EVALUATION CRITERIA**

#### **Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security (if required) submitted as per ITB requirements with compliant validity period (not required)

# **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	Registered with the government authority (Category C5 OR above) having valid certificate of registration with Legal authority.  Form B: Information Form	
QUALIFICATION		
History of Non-Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

Previous Experience	Minimum <b>5 years</b> of relevant experience in conducting civil works and infrastructure works .	Form D: Qualification Form
	Detail of <b>similar</b> nature Projects/contracts with aggregate value <b>ETB 10 million (Max 3)</b> completed in <b>last 5 years</b> . Bidders must provide copies of those <b>3 contracts as evidence</b> . UN Habitat reserves the right to request submission of originals of all proof documents (such as contracts, invoices, acceptance reports etc.) as well as further information/documentation from both the bidder and its clients. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). [not applicable]	Form D: Qualification Form
Financial Standing	Minimum average annual turnover of <b>ETB 10 million</b> for the last 3 years. Bidder must provide audit reports of year 2021-22, 2022-23 and 2023-24. The annual average turnover will be calculated on the basis of audit reports.	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <b>Quick Ratio should be more than 1.</b> Quick ratio will be calculated based on Audited Statements	Form D: Qualification Form
	Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract. (Not applicable)	
	Proof of access to lines of credit via an official unconditional bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) shall be provided by any of the bidders during the evaluation stage, and upon UN Habitat official request. [not applicable]	

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UN Habitat, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications list below and those identified in the bid document.	Form E: Technical Bid Form
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Detail of Projects And Time Line Expertise	<ul> <li>☑ Detail of Projects in Hand/In Progress. (Projects in Hand/In Progress) Must Meet</li> <li>☑ Appropriateness of the Implementation Schedule; Attach Form G-2 (Work Prograr Requirement (Y/N).</li> <li>Provision of required expertise. The s indicated below should be edited in line construction works:</li> <li>The following Technical Staff is requirement execution at project site</li> </ul>	Requirement (Y/N). Timetable to Project nme) Must Meet  ample list of personnel with the nature of each	Form E: Technical Bid FORM
	The Contractor shall arrange the following per Designation  Project Engineer Site Supervisors Supervisors Above. (Civil) Quantity Above. Surveyor  The Contractor shall engage competent workmanship stated in the tender documer (Attach Form G-3 Personnel Commitme Requirement (Y/N);	Min Relevant Work experience or 4 years or above. 3 years or 3 years or workers to achieve the onts.	
Equipment	□ List of the Equipment for the project (Minimum Equipment) Required are:  S# Description Qty  1 Concrete Mixer (Single Load) 01 No. 2 Shuttering As per requirement 3 Scaffolding Pipes As per requirement 4 Wheel barrows 02 No. 5 Vibrator 02 No 8 Compactor 02 No (Attach Form G-4 Equipment Commitment Form) Must Meet Requirement (Y/N);  Delivery Confirmation. Submission of undertaking as documentary evidence of Bidder's ability to mobilize the required equipment to be on-site within 15 days after issuance of the Contract award.		Form G-4 Equipment Commitment Form

	□ Equipment Form. Bidders must demonstrate availability, at the minimum, of the main construction and related equipment used by the Applicant over the last 2 years, including details regarding ownership of each of the pieces of the equipment listed, technical specifications thereof, maintenance records and/or rental/leasing agreements that prove access to it. (Not applicable) □ IT supportive tools. Bidders are required to submit a list of software programs used by the company for design and management (Not applicable)	
Local representatives (where applicable)	□ Confirmation that the Bidder has a local registered representative in the country that will be permanently available in during the duration of any works Contracted resulting from this Bid and who will act as the main operational focal point for daily contact between the Employer and Contractor. This requirement only applies to bidders that are not national legal entities in the county. (Not applicable)	Form E: Technical Bid Form
Other documents/information that must be submitted to establish technical responsiveness of the offers to the requirements in the ITB	<ul> <li>A) TEAM COMPOSITION AND STRUCTURE. The Bidder shall enclose in the bid the time-effort of each member of the team to be allocated for each stage/ milestone, expressed in number of working days.</li> <li>B) DETAILED WORK PLAN. The Bidder shall submit a work plan that illustrates the methodology to be followed in the implementation of the work activities. The work plan shall include:</li> </ul>	Form E: Technical Bid Form
(This is standard format however Not Applicable in subject ITB)	□ Time Schedule of Works. This will show a detailed list of all work activities beside their duration and sequence and delivery milestones as outlined in B. Scope of Required Works, Section 3, within a frame of 3 months from the Contract start date. This schedule shall also include the critical path and resource allocation, both human and material, to assure proper planning of work activities.	
	□ Schedule of Material Supply. The above time schedule of works shall include the dates and quantities of material supply as well as the equipment supply. No delays are accepted due to delay in or insufficient material supply for works in the local market.	
	IMPORTANT: (A) The Bidder can use MS Project (or similar software) for the composition of the Work Plan; (B) Before the initiation of the works, the Contractor may be requested to do all pertinent modifications in the time schedule proposed by the Employer; (C) Written approval on the Work Plan must be obtained prior to execution of the project.	
	<ul> <li>Adequacy of the Proposal for Quality Assurance/ Control plan (QA/QC), tailored specifically to this project</li> </ul>	
	C) DESIGN DEVELOPMENT DOCUMENTS (where applicable). The drawings enclosed to this tender dossier ( of this ITB) shall be used for the composition of the preliminary documents and constitute indeed the basis for the final expected design that the bidders shall propose. In case of changes	
	required, the Bidder will resubmit the mentioned Design Development Documents with the required changes applied, which	

	must be approved by the appointed Engineer before the initiation of works.  IMPORTANT: (A) The Bidder shall abide to any additional detail or general drawings issued by the Employer and will be considered as part of the Contract; (B) If the preliminary design report and drawings does not include adequate description of the minimum requirements specified in the Scope of the works, Section 3 of this ITB and the drawings enclosed in the tender dossier, the bid will be rejected as non-responsive.  D) SUBCONTRACTING. (Not Allowed in this ITB) The maximum percentage of the Contract value allowed to be Subcontracted under this ITB is fixed at 30% of Contract value, except for the pre-engineered steel buildings works, where the whole item (regardless of the percentage) can be Subcontracted.	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates.	Form F: Price Schedule Form
Price Analysis and Cash Flow	Upon official request only, the bidder shall furnish actual price analysis for all items in the Bill of Quantities. Price analysis shall show labor, materials, transportation, overhead and profit.	

# SECTION 5A: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS AND DRAWINGS

			1	1	
Items to be Supplied <sup>2</sup>	Sites Name	Description of Schemes	Related Services	/Delivery Date	Other Information
Lot-1	Darera Arba, Babile Woreda, Oromia	Civil works- construction of mud block production shed, Latrine and fence. Installation of existing 3 mud-block making machines, fencing	As per BOQs, Drawings and bidding document s	Maximum of 3 months from signing of contract agreement	to be quoted
Lot-2	Awbere town, Awbere Woreda, Somali Region	Civil works- construction of mud block production shed and Latrine. Installation of existing 3 mud-block making machines, fencing	As per BOQs, Drawings and bidding document s	Maximum of 3 months from signing of contract agreement	Each Package to be quoted separately. As evaluation and contract award will be on Package wise basis.

#### Execution

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

#### Site Preparation

The contractor shall set out the work and shall be responsible for true and perfect setting out of the same and for correctness of the position, levels, dimensions and alignment of all parts thereof, if any time any error in this respect shall appear during execution.

The contractor shall construct and maintain accurate benchmarks so that the lines and levels can be easily checked by the engineer/engineer's representative

The Contractor shall set out the Following procedures

#### **Safety Procedures**

- 1. comply with all applicable safety regulations.
- 2. take care for the safety of all persons entitled to be on the Site.
- 3. (use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons.
- 4. provide fencing, lighting, guarding and watching of the Works until completion and taking over

#### **Quality Assurance**

- 1. The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The UN Habitat shall be entitled to audit any aspect of the system.
- 2. Details of all procedures and compliance documents shall be submitted to the UN Habitat for information before each design and execution stage is commenced.
- 3. When any document of a technical nature is issued to the UN Habitat, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

# **Transport of Goods**

The Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works and the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport

#### Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the UN Habitat. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site

<sup>&</sup>lt;sup>2</sup> Clustering items by packagess, if any, is recommended, especially if partial bids will be allowed.

#### Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws **Plant, Materials and Workmanship** 

#### Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract.
- (b) in a proper workmanlike and careful manner, in accordance with recognized good practice.
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

#### **Material Testing:**

## Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

(a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost.

# Inspection

The UN Habitat Personnel shall at all reasonable times have full access to all parts of the Site and to all places from which natural Materials are being obtained, and during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the UN Habitat's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

#### **Testing**

This shall apply to all tests specified in the Contract, other than the Tests after Completion (if any). The Contractor shall provide all apparatus, assistance, documents and other information, electricity,

equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

#### Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall pay these costs to the Employer

#### Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to: (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, (b) remove and re-execute any other work which is not in accordance with the Contract, and (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

#### **Tests on Completion**

The Contractor shall give to the UN Habitat not less than 10 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the UN Habitat shall instruct.

In considering the results of the Tests on Completion, as soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the UN Habitat.

# **UN Habitat's Taking Over**

The Contractor may apply by notice to the UN Habitat for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

# SECTION 5B: BILL OF QUANTITIES

Drawings & BOQs for Each Package in excel are attached.

Contents: Mud block production shed and Latrine (same design for both sites)

and Fence (for Babilie site only\_ for Awbere site, the contractor is expected to give a meter linear price for the fence)

# SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
Form C: Joint Venture/Consortium/ Association Information Form	Not applicable
Form D: Eligibility and Qualification Form	
<ul><li>Form E: Format of Technical Bid</li></ul>	
<ul><li>Form H: Form of Bid Security</li></ul>	Not applicable
<ul> <li>Form G: Forms for Technical Evaluation</li> <li>Form G-1: Projects in Hand/in progress and completed as mentioned in previous experience qualification requirement. Please also provide copies of those contracts as evidence</li> <li>Form G-2: Work Programme/Gantt Chart</li> <li>Form G-3: Key Personal Commitment Form</li> <li>Form G-4: Equipment Commitment Form</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

<ul><li>Form F: Price Schedule Form (Properly filled, signed and stamped BOQs)</li></ul>	
--	--

# FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UN Habiat-ITB-2025 Civil works- Con production sheds in 2 locations (Dare Oromia Oromia Region and Awbere v Region)	era Arba	, Babile Woreda,

We, the undersigned, offer to supply the goods and related services required for Civil works- Civil works- Construction of Mud-block production sheds in 2 locations (Darera Arba, Babile Woreda, Oromia Region and Awbere town, Awbere Woreda, Somali Region ) under SDC and Government of Sweden Funded Project.

in accordance with your Invitation to Bid No. UN Habitat-ITB-2025-xxx and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency in ETB]. We hereby declare that our firm, its affiliates or subsidiaries or employees, including any suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) 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;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UN Habitat.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UN Habitat, General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UN Habitat accept this Bid.

Name:	
Title:	
Date:	
Signature:	
3	

[Stamp with official stamp of the Bidder]

# FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	□ Yes □ No	If yes, [insert UGNM vendor number]	
Have you worked with UN Habitat - ETH before	□ Yes □ No	If yes, [insert UN Habitat contract number]	
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		

Contact person that UN Habitat may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]			
Please attach the following documents:	Bidd Pro per the Imp sch Bidd C.V exp ass req Sta ven nor the Val gov	parate Bid Security [not applicable] Submission Form; (Form A, B, C, D perly filled-in Priced BOQs in excel the format with company stamp at email submission. Dementation Timetable of the project dedule for the project. der must provide audit reports of the r s of the project personnel including perience of the Team Leader and all signed to the Project. refer to section uirements. tement that bidder is not listed in the dor list of the UN or other such list are associated with, any company 1267/1989 list of the UN Security of id and renewed Certificate of Registra emment body to operate in the field. It of the Equipment designated for to suppose the suppose	as well as in hard form as and signature to be part of ect; and well-defined work ecent past 3 (three) years g the qualification and I other personnel to be on 4 technical the removed or suspended s of other UN agencies, or individual appearing on Council; ation with the local	
	No	Description	Qtty	
	1	Concrete Mixer	01	
	2	Scaffolding pipes	As required	
	3	Wheel barrows	03	
	4	Vibrator	01	
	5	Compactor	01	
	S# 1 2 3 4 5 8	Description Concrete Mixer (Single Load) Shuttering Scaffolding Pipes Wheel arrows Vibrator Compactor	Qty 01 No. As per requirement As per requirement 02 No. 02 No 02 No	

# Form C: Joint Venture/Consortium/Association Information Form(Not Applicable)

## FORM D: ELIGIBILITY AND QUALIFICATION FORM

Bidder must incorporate all information in this form. UN Habitat may validate the information provided by the bidder in this Form.

Name of Bidder:	[Insert Name of Bidder]	Date:	Insertdate
Reference No:	[Insert Reference Number]		

## **History of Non- Performing Contracts**

□non-performing contracts did not occur during the last 3 years					
□ Contract	□ Contract(s) not performed in the last 3 years				
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in ETB)		
		Name of Client: Address of Client: Reason(s) for non-performance:			

## Litigation History (including pending litigation)

$\square$ No litigation history for the last 3 years					
☐ Litigation	n History as indicate	d below			
Year of dispute	Amount in dispute (in ETB)	Total Contract Amount (current value in US\$)			
	. ` ` .	Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:			

# **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UN Habitat.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

# **Financial Standing**

Annual Turnover for the last 3 years		Year Year Year	ETB ETB ETB	
Latest Credit Rating (if any), indicate the source				
Financial information (in ETB OR US\$ equivalent)	Historic information for the last 3 years			ast 3 years
	Year	· 1	Year 2	Year 3
	Information from Balance Sheet			ce Sheet
Total Assets (TA)				
Total Liabilities (TL)				
Current Assets (CA)				
Current Liabilities (CL)				
	Information from Income Statement			Statement
Total / Gross Revenue (TR)				
Profits Before Taxes (PBT)				
Net Profit				
Current Ratio				

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;

Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

#### FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
Reference No.	Construction of Mud-block production sheds locate Babile Woreda, Oromia] OR [LOT 2. Awbere town, Awbere Woreda, Somali Regi staff and perimeter fencing works	-	•

#### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls.
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

#### SECTION 2: Scope of Supply, Technical Specifications, and Related Services

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Compliance with technical specifications		Delivery Date xx Months from The Contract Signing (confirm that you comply or indicate your delivery date)
	Yes, we comply	No, we cannot comply (indicate discrepancies)	

Detail of Projects in Hand/In Progress. Attach Form G-1 (Projects in Hand/In Progress) Must Meet Requirement (Y/N).	
Appropriateness of the Implementation Timetable to Project Schedule; Attach Form G-2 (Work Programme) Must Meet Requirement (Y/N).	
The Contractor shall engage competent workers to achieve the workmanship stated in the tender documents.  (Attach Form G-3 Personnel Commitment FORM) Must Meet Requirement (Y/N);	
Full Compliance as per (Attach Form G-4 Equipment Commitment Form) Must Meet Requirement (Y/N);	

#### **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

# FORMAT FOR CV OF PROPOSED KEY PERSONNEL

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
	[Insert]
	[Provide details of professional certifications relevant to the scope of goods and/or services]
Professional	Name of institution: [Insert]
certifications	Date of certification: [Insert]
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]
-	nat to the best of my knowledge and belief, the data provided above correctly my experiences, and other relevant information about myself.

Date (Day/Month/Year)

Signature of Personnel

## FORM F: PRICE SCHEDULE FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
Reference No:	Construction of Mud-block production sheds locate Woreda, Oromia OR Awbere town, Awbere Woreda, latrine for staff and perimeter fencing works under of Sweden Funded Project.	Somali I	Region along with

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

Construction of Mud-block production sheds located at [LOT 1. Darera Arba, Babile Woreda, Oromia] OR [LOT 2. Awbere town, Awbere Woreda, Somali Region] along with latrine for staff and perimeter fencing works

S. No.	Description of Scheme	Scheme Type	Bid Price in PKR
1	Mud block making shade		
2	Latrine		
3	Perimeter fence	Civil works-	
4		construction of	
5		mud block making shed,	
6		lantrin anD perimeter fence	
7		perimeter rende	
8			
9			
10			
	Total Price [LOT ?]:		

Name of Bidder:	
Authorized signature:	
Name of authorized signatory:	
Functional Title:	

**Note:** Please attach Properly filled-in Priced BOQs in excel/in hard form as per the format with company stamp and signature );

Note: The Price should be inclusive of applicable Tax (if Any). UN Habitat will not deduct any amount nor provide any tax exemption to the bidder

# Form G- 1 Projects in Hand/In-Progress

# Complete information about all projects in progress

S. No.	Name of the Employer / Client	Name and location of project	Amount of the contract (ETB)	Project start Date	scheduled completion Dates	Project type: Building, Roads, etc	Completion percentage (%)	Name of the assigned staff (provide separate list assigned with each project)

[Signature of the Authorized Representative(s) of the Bidder]

## Form G-2: Work Programme

Guidance Note: The Work Programme shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Statement of Works, and Technical Drawings and shall set forth the Bidder's best estimate, at the time of preparation of the Bid, of the time(s) required for the various key tasks required to execute the works in accordance with the information provided in the aforementioned Bid Documents. The key tasks and activities for which execution times are to be detailed in the Work Programme shall include, but not be restricted to the various activities as specified in the Statement of Works and the Price Schedule etc. Bidders shall add such further details as may, in their assessment, be deemed necessary to fully clarify the Work Programme and justify overall time required to complete the civil works.

Tasks		٧	Week 01 Week			02			Week				03			١	We	eek	<		(	)4		1	We	ek			0;	5		٧	۷e	ek			06											1									
	1	2	3	4	5	6	7	1	2	3	3 4	1	5	6	7	1	2	3	} 4	4	5	6	7	1	2	3	3 .	4	5	6	7	1	2	2 3	} ∠	1 ;	5	6	7	1	2	3	4	5	6	7		Ī	Ī				Ī	Ī	Ţ	 ¦	
Mobilis	Mobilise Personnel and Equipment; and set-up Site Facilities																																																								
1.1																																																 									1
1.2																																																									
Constr	Construction works																																																								
2.1																																																 								 	
2.2																																									Ī																
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2.6								•																																			,														I
.  Demobilize Personnel and Equipment; remove Site Facilities; and restore Site to original condition.												 				<u> </u>					_																																				
3.1																																															<u></u>					İ İ L					

[Signature of the Authorized Representative(s) of the Bidder]

#### Form G-3: Key Personnel Commitment Form

Guidance note: The key personnel commitment form should be printed on company letterhead, signed by the authorized representative(s) of the bidder, dated and stamped. The form should be supplemented by the CVs of the proposed key personnel, copies of their diplomas, and other supporting documents (certifications, membership to professional bodies etc.) as applicable.

To: UN Habitat

#### KEY PERSONNEL COMMITMENT FORM

We, the undersigned, undertake to commit the following key personnel whose names and qualifications have been summarized below for the execution of the subject matter civil works. Attached are the signed CVs of the proposed key personnel, along with copies of their diplomas and other supporting documents as applicable.

Note: The requirement of Permanent Staff and Need basis Staff is mentioned in Evaluation Criteria – Page 22

#	Key Personnel	Minimum Requirements by UN Habitat	Staff proposed by the Contractor	Name and Last Name	Education (Degree)	Years of Similar Work Experience
1						
2						

[Signature of the Authorized Representative(s) of the Bidder with Address

#### Form G-4: Equipment Commitment Form

Guidance Note: The Equipment Commitment Form should be printed on company letterhead, signed by the authorized representative(s) of the bidder, dated and stamped. The Bidder must demonstrate that it will have access, at the minimum, to the key equipment, listed hereafter. The list of equipment hereafter will be used as minimum benchmark for assessment of bids. However, the Bidders should propose an extensive list of required equipment to successfully complete the works. The Bidders' list must match their approach to the works and demonstrate their understanding and ability to complete the works satisfactorily.

To: UN Habitat

#### **EQUIPMENT COMMITMENT FORM**

Subject: Civil works- Construction of Mud-block production shade located at Darera Arba, Babile Woreda, Oromia OR Awbere woreda, Awbere, Somali Region along with latrine for staff and perimeter fencing works under joint SDC and Government of Sweden Funded Project.

We, the undersigned, undertake to commit at the minimum the following equipment for the subject matter, civil works.

Note: The list of minimum equipment required is mentioned in Evaluation Criteria - Page 22

Equipment	Information on	the equip	ment	Current St	Source		
	Manufacturer	Model and Power Rating	Capacity	Year of Manufacture	Current Location	Detail of current commitments	Select the options that applies
							Owned/R ented Lease
							Owned Rented Lease

Best regards,

Signature of the authorized Representative(s) of the Bidder

Name: Insert Name(s) of the authorized representative(s) of the Bidder In the capacity of (Insert capacity of the person signing the application

Duly authorized to sign the application for and on behalf of: (Insert full name of the applicant)

Address (Insert Street Number/Town or City/ Country Address)

Dated on (Insert the date: DD/MM/YYYY)

Company Name: .....

# FORM H: FORM OF BID SECURITY

[not Applicable)

### **SECTION 7: FORM FOR PERFORMANCE SECURITY**

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

To: UN Habitat Representative [Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. [enter date], to deliver the goods and execute related services [list works]. (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank/Insurance Guarantee by a recognized bank/insurance for the sum specified therein as security for compliance with his/her obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank/insurance Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 day from the date of issue by UN Habitat of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK/INSURANCE	
Date	
Name of Bank/insurance	
Address	