INVITATION TO BID (ITB)

Tender for Reconstruction of Nahr El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6.

ITB Reference No.: PLD/NMU/BC/21/045
UNRWA Field Office: Lebanon Field Office

SECTION 1: LETTER OF INVITATION

United Nations Relief and Works Agency for Palestine Refugees in the Near East, hereinafter referred to as UNRWA, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following documents carefully.

Section 1: This Letter of Invitation
Section 2: Instructions to Bidders
Section 3: Data Sheet
Section 4: Evaluation Criteria
Section 5: Schedule of Requirements
Section 6: Conditions of Contract and Contract Forms
Section 7: Bidding Forms
  • Form A: Acknowledgement letter
  • Form B: Checklist
  • Form C: Bid Submission
  • Form D: Bidder Information
  • Form E: Joint Venture/Consortium/Association Information
  • Form F: Eligibility and Qualification
  • Form G: Technical Bid
  • Form H: Price Schedule
  • Form I: Bid Security

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 by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Acknowledgement letter by email to fplo-leb@unrwa.org no later than 31 December 2021, indicating whether you intend to submit a bid or not. Should you require further clarifications,
kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

You are encouraged to respond with Form A even if you do not intend to bid to ensure that you can be included in future solicitations.

All UNRWA vendors are required to comply with the United Nations Supplier Code of Conduct. We encourage all bidders to join the United Nations Global Compact and support the Women’s Empowerment Principles (WEP).

We look forward to receiving your bid.

[Signature]

Name: Gulnora Burkhanova

Title: Deputy Director of UNRWA Affairs in Lebanon(OS)

Date:
# Section 2: Instructions to Bidders

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<thead>
<tr>
<th><strong>General</strong></th>
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<td><strong>1. Scope</strong></td>
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<td>Bidders are invited to submit a bid for the requirements specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet. Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by UNRWA.</td>
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<td><strong>2. Interpretation of the ITB</strong></td>
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<td>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by UNRWA. UNRWA is under no obligation to award a contract to any bidder as a result of this ITB.</td>
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<td><strong>3. Supplier Code of Conduct</strong></td>
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<td>All bidders must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at the UN website. The bidder must acknowledge that UNRWA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices. In pursuance of this policy, UNRWA: (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) Further to UNRWA’s vendor sanctions policy, shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract with UNRWA or any other entity of the United Nations system of organizations if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNRWA contract. UNRWA has adopted a zero-tolerance policy on gifts and hospitality. In view of this, UNRWA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or and any other forms of benefits. Proposers shall not offer any forms of gifts, hospitality or benefits to UNRWA personnel. Consistent with the United Nations Supplier Code of Conduct, by submitting a Proposal, the Proposer certifies that:</td>
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<td>1. The prices offered in the Proposal have been arrived at independently, without any consultation, communication, or agreement in any manner that would result in restriction of competition with any other Proposer or competitor relating to (a) those prices; (b) The intention to submit a Proposal, and/or (c) the methods or factors used to calculate the prices offered;</td>
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<tr>
<td>2. The prices in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before UNRWA issues an award under this solicitation; and</td>
</tr>
<tr>
<td>3. No attempt has been made or will be made by the Proposer to induce any other entity to submit or not to submit a Proposal for the purpose of restricting competition.</td>
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Failure to comply with any of the above provisions shall result in the rejection of the Proposal(s). In addition, UNRWA reserves the right to exercise any other rights and remedies available to it.

4. Eligible bidders

Bidder shall have the legal capacity to enter into a binding contract with UNRWA. Registration with UNGM at Level 1 is strongly encouraged for all vendors wishing to conduct business with UNRWA. Instructions on how to register with UNGM can be found on the UNGM website.

All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by UNRWA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.

Bidders shall not be eligible to submit a bid if at the time of bid submission:
- is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- 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.

5. Proprietary information

The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by UNRWA are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of UNRWA. All documents which may form part of the bid will become the property of UNRWA, who will not be required to return them to your firm.

6. Publicity

During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.

SOLICITATION DOCUMENTS

7. Clarification of solicitation documents

Bidder may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNRWA will provide the responses to clarifications through the method specified in Section 3: Data Sheet.

UNRWA 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 UNRWA to extend the submission date of the bids, unless UNRWA deems that such an extension is justified and necessary.

8. Amendment of solicitation documents

At any time prior to the deadline of bid submission, UNRWA 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.

UNRWA may extend the deadline for submission of bid to give the bidders reasonable time to incorporate the amendment into their bids.
PREPARATION OF BIDS

   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. UNRWA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

10. Language
    The bid, as well as any related correspondence exchanged by the bidder and UNRWA, shall be written in the language(s) specified in Section 3: Data Sheet.

11. Documents establishing eligibility and qualifications of the bidder
    The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to UNRWA’s satisfaction.

12. Technical bid
    The bidder is required to submit a technical bid using the Form provided in Section 7 and taking into consideration the requirements in the ITB.

13. Price Schedule
    The Price Schedule shall be prepared using the Form provided in Section 7 and taking into consideration the requirements in the ITB.

    The prices and discounts quoted by the bidder shall conform to the requirements specified below:

    - All items and lots (if applicable) must be listed and priced separately.
    - The price to be quoted shall be the total price of the bid.
    - The bidder shall quote any unconditional discounts and indicate the method for their application.
    - The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination is specified in Section 5: 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 3: Data Sheet

14. Currencies
    All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet.

    - For the purposes of comparison of proposals, UNRWA will convert the currency quoted in the proposal into the UNRWA preferred currency, in accordance with the UN Operational Rate of Exchange on the closing date.

15. Duties and taxes
    Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNRWA 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 3: Data Sheet.

16. Bid validity period
    Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by UNRWA and rendered non-responsive.

    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 and the total price.

    In exceptional circumstances, prior to the expiration of the bid validity period, UNRWA 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.

If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 17 (Bid security) in all respects.

The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.

17. Bid Security

A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.

The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer may be rejected.

If the bid security amount or its validity period is found to be less than is required by UNRWA, UNRWA may reject the bid.

In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.

Unsuccessful bidders’ bid securities will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by UNRWA pursuant to Article 16 (Bid Validity Period).

The bid security may be forfeited by UNRWA, and the bid rejected, in the event of any, or combination, of the following conditions:

- If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;
- In the event the successful bidder fails:
  - to sign the Contract after UNRWA has issued an award; or
  - to furnish the Performance Security, insurances, or other documents that UNRWA may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.

18. Joint Venture, Consortium or Association

If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and
- if they are awarded the contract, the contract shall be entered into by and between UNRWA and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNRWA.

If a JV, Consortium or Association’s bid is the bid selected for award, UNRWA will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.
The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Bid) herein in respect of submitting only one bid.

The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNRWA.

A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:

- Those that were undertaken together by the JV, Consortium or Association; and
- Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

| 19. Only one bid | The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture. Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:
- they have at least one controlling partner, director or shareholder in common; or
- any one of them receive or have received any direct or indirect subsidy from the other/s; or
- they have the same legal representative for purposes of this ITB; or
- 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;
- 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. |

| 20. Alternative bids | Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of alternative bid is allowed in Section 3: Data Sheet, 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, UNRWA reserves the right to award a contract based on an alternative bid.

If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected. |
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<tr>
<th>21. Pre-bid conference</th>
<th>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB. If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder. UNRWA will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 39 (Clarification of Bids). The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by UNRWA in writing. Answers to questions raised during the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB.</th>
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<td>22. Site inspection</td>
<td>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder which does not attend the site inspection shall become ineligible to submit a bid under this ITB. If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder. 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 may need to execute an indemnity and a waiver releasing UNRWA 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 UNRWA to the site (if provided) as a result of any accidents or malicious acts by third parties. UNRWA will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents). A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by UNRWA in writing.</td>
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<td>23. Errors or omissions</td>
<td>Bidders shall immediately notify UNRWA in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with</td>
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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.

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<th>24. Bidders responsibility to inform themselves</th>
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<td>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</td>
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<td>• 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;</td>
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<td>• review the ITB to ensure that they have a complete copy of all documents;</td>
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<td>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;</td>
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<td>• 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 UNRWA, its employees or agents;</td>
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<td>• attend any Pre-bid conference or site inspection if it is mandatory under this ITB;</td>
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<td>• 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, works and/or services; and</td>
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<td>• form their own assessment of the nature and extent of the goods, works and/or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.</td>
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<th>25. No material change(s) in circumstances</th>
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<td>The bidder shall inform UNRWA of any change(s) of circumstances arising during the ITB process, including but not limited to:</td>
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<td>• a change affecting any declaration, accreditation, license or approval;</td>
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<td>• major re-organisational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;</td>
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<td>• a change to any information on which UNRWA may rely in assessing bids.</td>
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**SUBMISSION AND OPENING OF BIDS**

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<th>26. Instruction for bid submission</th>
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<td>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</td>
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<td>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, if requested, a Power of Attorney, accompanying the bid.</td>
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<td>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts UNRWA’s General Conditions of Contract, which are available on the UNRWA website.</td>
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<th>27. Deadline for bid submission</th>
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<td>Complete bids must be received by UNRWA in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to the Time and Date website. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time.</td>
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<td>UNRWA may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 8 (Amendment of...</td>
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solicitation documents). In this case, all rights and obligations of UNRWA and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.

28. Withdrawal, substitution and modification of bids

A bidder may withdraw, substitute or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to UNRWA, duly signed by an authorized representative. 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.

If submission via mail / courier is acceptable as per Section 3: Data Sheet, proposals must be clearly marked as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.

However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by UNRWA for the entire bid validity period, as may be extended.

29. Storage of bids

Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to UNRWA for prematurely opening an improperly addressed and/or identified bid.

30. Bid opening

Bids will be opened by a committee formed by UNRWA consisting of at least three (3) personnel including the chairperson.

31. Late bids

Any bid received by UNRWA after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.

In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure or in other cases where UNRWA at its sole discretion determines it is in the interest of the Agency to accept a late bid.

EVALUATION OF BIDS

32. Confidentiality

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.

Any effort by a bidder or anyone on behalf of the bidder to influence UNRWA in the examination, evaluation and comparison of the bids or contract award decisions may, at UNRWA’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing UNRWA’s vendor sanctions procedures.

33. Evaluation of bids

UNRWA shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.

UNRWA shall conduct the evaluation solely on the basis of the bids received according to the evaluation criteria in Section 4.

34. Preliminary examination

UNRWA 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. UNRWA reserves the right to reject any bid at this stage.

35. Evaluation of eligibility and qualification

Eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).
<table>
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<tr>
<th>36. Evaluation of technical bids</th>
<th>Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.</th>
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<tr>
<td>37. Evaluation of prices</td>
<td>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 UNRWA.</td>
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<td>38. Post-qualification</td>
<td>UNRWA reserves the right to undertake a post-qualification assessment, 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:</td>
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<td>a) Verification of accuracy, correctness and authenticity of information provided by the bidder;</td>
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<td>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;</td>
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<td>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;</td>
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<td>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</td>
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<td>e) Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;</td>
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<td>f) Other means that UNRWA may deem appropriate, at any stage within the selection process, prior to awarding the contract.</td>
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<td>39. Clarification of bids</td>
<td>UNRWA may request clarification or further information in writing from the bidders at any time during the evaluation process. UNRWA may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</td>
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<td>40. Responsiveness of bid</td>
<td>UNRWA’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</td>
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<td>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</td>
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<td>b) limits in any substantial way, inconsistent with the bidding documents, UNRWA’s rights or the bidder’s obligations under the contract; or</td>
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<td></td>
<td>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</td>
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<td></td>
<td>If a bid is not substantially responsive, it shall be rejected by UNRWA and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</td>
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<tr>
<td>41. Nonconformities, reparable errors and omission</td>
<td>Provided that a bid is substantially responsive, UNRWA may waive any non-conformities or omissions in the bid that, in the opinion of UNRWA, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</td>
</tr>
<tr>
<td></td>
<td>Provided that a bid is substantially responsive UNRWA 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</td>
</tr>
</tbody>
</table>
the rejection of its bid.

For bids that have passed the preliminary examination, UNRWA 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 UNRWA 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.

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.

42. **Right to accept any bid and to reject any or all bids**

UNRWA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for UNRWA’s action. UNRWA shall not be obliged to award the contract to the lowest priced offer.

43. **Samples**

Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by UNRWA or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to UNRWA are non-returnable, unless otherwise stated. Samples should be marked with the ITB number.

If a bidder fails to provide samples or documents requested by UNRWA in a timely manner, UNRWA may declare the bid unsuccessful.

**AWARD OF CONTRACT**

44. **Award criteria**

In the event of a Contract award, UNRWA 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 ITB. UNRWA reserves the right to conduct negotiations with the bidder recommended for award on the content of their bid.

45. **Right to vary requirement at time of award**

At the time the Contract is awarded, UNRWA reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

46. **Notification of award**

UNRWA will notify the successful bidder in writing by email or post, that its bid has been accepted.

47. **Debriefing**

In the event that a bidder is unsuccessful, the bidder may request a debriefing from UNRWA. 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 UNRWA procurement opportunities. The content of other bids and how they compare to the bidder’s submission shall not be discussed.
<table>
<thead>
<tr>
<th>48. Publication of Contract Award</th>
<th>UNRWA may publish the contract award on United Nations Global Marketplace with the ITB reference number, the information of the awarded bidder company name, contract amount or LTA and the date of the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>49. Performance security</td>
<td>The successful bidder, if so specified in Section 3: Data Sheet shall furnish a performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from UNRWA. Banks issuing performance securities must be acceptable to UNRWA comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. UNRWA shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 17 (Bid Security). 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 UNRWA may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by UNRWA to be qualified to perform the contract satisfactorily.</td>
</tr>
<tr>
<td>50. Bank guarantee for advance payment</td>
<td>Except when the interests of UNRWA so require, it is UNRWA’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the UNRWA comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank.</td>
</tr>
<tr>
<td>51. Liquidated Damages</td>
<td>If specified in Section 3: Data Sheet, UNRWA shall apply Liquidated Damages for the damages and/or risks caused to UNRWA resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.</td>
</tr>
<tr>
<td>52. Bid protest</td>
<td>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. The bidder may as a first step protest directly to the relevant Awarding Authority within ten working days of receipt of the notification that the bidder has not been awarded a contract (or publication of award). The Awarding Authority will review the protest and provide a reply to the bidder. The bidder may forego this step and protest directly to the Chief, Central Support Services Division of UNRWA.</td>
</tr>
</tbody>
</table>
**SECTION 3: DATA SHEET**

The following specific data shall complement, supplement or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

<table>
<thead>
<tr>
<th>Ref. Article in Section 2</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Scope</td>
<td>The reference number of this Invitation to Bid (ITB) is PLD/NMU/BC/21/045. The Invitation to Bid includes the Reconstruction of Nahr El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6, as further described in Section 5 of this ITB.</td>
</tr>
<tr>
<td>4. Eligible Bidders</td>
<td>Direct Invitation to classified Category A Contractors in Council of Development and Reconstruction CDR &amp;/or Ministry of public works (Class A building &amp; Roads), &amp;/or Ministry of Energy &amp; Water (classified category A contractors)</td>
</tr>
<tr>
<td>7. Clarification of Solicitation Documents</td>
<td>Contact details for clarification of solicitation documents: Focal Persons: Ernok FICZ, Hiba Abou Salah, Bilal Younes E-mail address: <a href="mailto:fplo-leb@unrwa.org">fplo-leb@unrwa.org</a> ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). FAILING TO DO SO MAY LEAD TO DISQUALIFICATION OF THE BID. Deadline for submitting requests for clarifications / questions: Date: 29 December 2021 Time: 12:00 Hrs Time zone: UTC + 3 Manner of disseminating supplemental information to the ITB and responses / clarifications to queries: Posting it on the UNGM website</td>
</tr>
<tr>
<td>10. Language</td>
<td>All bids, information, documents and correspondence exchanged between UNRWA and the bidders in relation to this bid process shall be in English</td>
</tr>
<tr>
<td>14. Currency</td>
<td>Prices shall be quoted in US Dollars</td>
</tr>
<tr>
<td>15. Duties and taxes</td>
<td>All prices shall: Be exclusive of VAT and other applicable Indirect taxes. NB: VAT amounts (if applicable) shall be paid for the successful contractor exclusively in Lebanese Pounds (LBP) based on the official rate applied by the Banque du Liban (BDL) as per the date of service delivery (irrespective of the currency of offer.) VAT payment in LBP shall be made to a separate LBP bank account provided by the supplier.</td>
</tr>
<tr>
<td>16. Bid Validity Period</td>
<td>90 days</td>
</tr>
<tr>
<td>17. Bid Security</td>
<td>Required in the amount of USD 25,000</td>
</tr>
<tr>
<td>20. Alternative Bids</td>
<td>Shall not be considered.</td>
</tr>
<tr>
<td></td>
<td>Pre-bid conference</td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
</tr>
<tr>
<td>22.</td>
<td>Site inspection</td>
</tr>
</tbody>
</table>
| 26. | Instruction for bid submission | Allowable manner of submitting proposals:  
- E-tendering (In-Tend):  
- Email  
- Tender box: available at UNRWA Lebanon Field Office-Across Sportive city (Procurement and Logistics Department- Ground Floor)  
- Other  

**SUBMISSION BY EMAIL:**  
Bid submission address: ITB.etendering@unrwa.org PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS  
- File Format: PDF  
- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.  
- All files must be free of viruses and not corrupted.  
- Max. File Size per transmission: 25 MB  
- If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.  
- Mandatory subject of email: Tender for Reconstruction of Naher El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6  
- Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y.  
- Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: ITB.etendering@unrwa.org  
- It is recommended that the entire bid be consolidated into as few attachments as possible. 

**NB:** the soft copies of the liquid assets and the security deposit can be submitted on the email, whereas the original has to be sent to the tender box before the closure date. 

The bidder should receive an email acknowledging email receipt. |
| 27. | Deadline for bid submission | Date: 10 January 2022  
Time: 12:00 Hrs. |
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected date for commencement of contract</td>
<td>15 February 2022</td>
</tr>
<tr>
<td>Contract award to one or more bidder</td>
<td>UNRWA may award a contract to:</td>
</tr>
<tr>
<td></td>
<td>One Bidder Only</td>
</tr>
<tr>
<td>49. Performance security</td>
<td>Required in the amount of 10% of the contract value</td>
</tr>
<tr>
<td>50. Advance payment</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>51. Liquidated Damages</td>
<td>Will be imposed as follows:</td>
</tr>
<tr>
<td></td>
<td>0.1 per centum of the contract value for each day of delay</td>
</tr>
</tbody>
</table>

UNRWA Invitation to Bid, Reference Tender for Reconstruction of Nahr El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6., Page 17
SECTION 4: EVALUATION CRITERIA

First stage: Technical evaluation

Mandatory initial pre-qualification of the received Technical bids:

The received technical bids will initially be evaluated based on a Pass/Fail determination of whether the Bids substantially conform to the requirements per below pre-qualification criteria:

i. Company shall be registered in: Category A Contractors in Council of Development and Reconstruction CDR &/or Ministry of public works (Class A building & Roads), &/or Ministry of Energy & Water (classified category A contractors).

ii. Company’s profile is relevant to the construction services required by UNRWA under this tender. Your company should therefore provide the valid registration documents issued by the relevant Lebanese authorities: place of registration, principal place of business, financial status in the last two years (2019, 2020).

iii. Bid Security: Company shall submit an irrevocable and unconditional bank guarantee valid for ninety (90) days from the date of the last day of submission of tenders and made payable to UNRWA for USD 25,000.00 of the total offer amount as bid security deposit. The bank guarantee will be returned to the unsuccessful tenderers within ninety (90) days of the last day of submission of tenders. In the event of the successful tenderer fails or refuses to sign the contract with UNRWA, and/or fails or refuses to present the ten per cent (10%) performance bond, the bid security bond amount referred to above, shall be forfeited.

iv. Bank Certificate: Company shall submit a Bank certificate confirming access to liquid assets and/or evidence of access to or availability of credit facilities of not less than USD 100,000.00 sufficient to meet the construction cash flows of the project for a period of four (4) months. (See Form 2)

v. Company can demonstrate a minimum of 4 years’ experience in successfully implementing the construction works similar to those required by this tender;

vi. A declaration is provided that your company has not been and is not subject to judgment for terrorism, fraud, corruption or any other illegal activity. Bidders are requested to submit an affidavit confirming that company has not been involved in litigation with any UN Agency/ Department or organization or black-listed by a UN entity. (See Form 1)

Evaluation of pre-qualified Technical bids:

This stage of evaluation will be conducted for those bidders who submitted all mandatory requirements.

Only Technical bids which have successfully passed the mandatory pre-qualification requirements will be considered for further detailed technical evaluation based on the Evaluation System as explained below.

The passing score in the technical offer is 650/1000.

1. Technical approach and understanding of ITB requirements (400 pts):
   - Construction schedule (100 pts),
   - Created with dedicated scheduling software which shall include all major construction activities and allotment of resources for the full duration of the reconstruction works plus one-year warranty period. (See Form 3).
   - Quality Control Procedure (80pts)
   - Good description of the contractor’s quality control procedures, about five A4 size sheets. (QC plan details) (See Form 4).
   - Health & Safety (H&S) Management Plan (110 pts):
   - A comprehensive description of Contractor’s Health & Safety (H&S) Management Plan, with a minimum requirements and responsibility of the Contractor as indicated in the RACI matrix available in the UNRWA Health & Safety (H&S) Management Plan (see the Annex). (See Form 5).

   N.B.: For this sub-item minimum score accepted shall read (55/110). Failure to attain a said score shall invalidate your technical offer.

UNRWA Invitation to Bid, Reference Tender for Reconstruction of Nahr El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6., Page 18
• Environmental and Social (E&S) Management Plan (110 pts):

A comprehensive description of Contractor’s Environment & Social (E&S) Management Plan, with a minimum requirements and responsibility of the Contractor as indicated in the RACI matrix available in the UNRWA Environmental and Social (E&S) Management Plan

N.B.: For this sub-item minimum score accepted shall read (55/110). Failure to attain a said score shall invalidate your technical offer.

A penalty will be imposed by the Agency if contractors fail to comply with environmental, social, health or safety obligations.

2. Past Experience (280pts)

• Experience consists of the “experience demonstrated by bidders in performing contracts similar or relevant to the subject work (see form G) (180pts), (See Form 6)
• Complexity of the project (projects of previous experience shall include almost important trades like concrete works, water proofing works, mechanical, plumbing, civil and electrical works, road works etc (100 pts).

3. Past performance (50pts)

References to be provided for the projects for past performance evaluation. Details in relation to at least last three projects, including contact name, email and phone number shall be provided (50pts).

4. Site technical staff (220 pts):

Please provide details in relation to the composition of the team you propose to deploy. This should include the organization chart for the company and separately for the proposed project. Please include up-to-date Curriculum Vitas for each of the following core staff positions.

• Has the contractor proposed a Project Manager who has 7 years of demonstrated experience in managing projects similar in area or cost as the project under tendering? (70 Points).
• Has the contractor proposed 1 Infrastructure engineer, with at least 4 years of demonstrated experience in projects similar in area or cost as the project under tendering (70 Points)?
• Has the contractor proposed a quantity surveyor who has at least 4 years of demonstrated experience in project similar in area or cost as the project under tendering (30 Points)?
• Has the contractor proposed a HSE engineer who has at least 4 years of demonstrated experience in project similar in area or cost as the project under tendering (30 Points).
• Has the contractor proposed 1-2 foremen with at least 6 years of demonstrated experience in projects similar in area or cost as the project under tendering (20 Points)?

5. Plant and critical equipment (50 pts):

• Availability of major and critical equipment proposed to carry out the works under the contract. (See Form 8)

The Agency will appoint an evaluation committee to assess the technical offers against the criteria listed under Section 4, Evaluation Criteria and satisfactory submission of mandatory documents. The Agency reserves the right to organize an interview with the proposed team to verify their capacity and general qualification in relation to their mission. This evaluation interview will be held in Lebanon. The bidders will be notified of the hour, date and precise location of the interview, seven days in advance. If proposed experts are interviewed, all costs shall be borne by the bidder.

Only those tenders that have scored 650 points or more of the technical evaluation will be deemed to have qualified. Any assessed tenders which score less than 650 points will not pass and hence will be deemed disqualified.

<table>
<thead>
<tr>
<th>Criteria for evaluation of the technical bids</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical approach and understanding of the ITB requirements</td>
<td>400</td>
</tr>
<tr>
<td>Past Experience</td>
<td>280</td>
</tr>
</tbody>
</table>

UNRWA Invitation to Bid, Reference Tender for Reconstruction of Nahr El-Bared Palestine Refugee Camp Residential and non-Residential Units, Infrastructure of Package 6., Page 19
Second stage: Financial evaluation:

The financial bids/offers relevant to those bids whose technical proposals pass the technical evaluation will be evaluated. The lowest financial bid will be considered if the prices are within a reasonable range.

Second stage will be conducted using the received Bill of Quantities (BOQ) filled, and duly signed and stamped from the contractor.

NB: Bidders who fail passing the technical evaluation, will not be recommended for financial evaluation.

The tender will be awarded to the lowest priced, technically acceptable offer.

SECTION 5: SCHEDULE OF REQUIREMENTS

Refer to attached "Bill of Quantities", and "Drawings".

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 General Conditions of Contract

In the event of a Contract, it will be subject to UNRWA’s General Conditions of Contract (GCC) which are available on the UNRWA website: https://www.unrwa.org/procurement/how-we-operate.

6.2 Special Conditions of Contract

Please refer to the attached "Standard Building Contract".

6.3 Contract Form

Please refer to the attached "Standard Building Contract".

6.5 Performance Security

Performance Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

Beneficiary: United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)


PERFORMANCE SECURITY No.: Click or tap here to enter text.

We have been informed that insert complete name of Supplier (hereinafter called "the Supplier") has entered into Contract No. Click or tap here to enter text. dated Click or tap to enter a date with you, for the supply of description of goods, works and/or 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 currency and amount 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.

The mentioned amount is payable in cash and immediately, or through wire transfer to UNRWA bank account in fresh money, to a bank account designated by UNRWA.

This Guarantee shall expire no later than Click or tap to enter a date, and any demand for payment under it must be received by us at this office on or before that date. We shall agree to a one-time extension of this guarantee for a period not to exceed Choose an item, in response to UNRWA's written request for such extension, such request to be presented to us before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE SUPPLIER

Signature: __________________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: __________________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________
Name of Bank __________________________________________
Address __________________________________________

[Stamp with official stamp of the Bank]