

## Request for Proposal (RFP)

Service Required:	Construction of One Ranger Post in Kidepo Valley National Park
Type of Procurement:	Best Value Evaluation
Type of Contract:	Firm Fixed Price
Term of Contract:	18 months
Contract Funding:	USAID
This Procurement supports:	B4R
Submit Proposal to:	<a href="mailto:Construction@UgandaBiodiversity.rti.org">Construction@UgandaBiodiversity.rti.org</a>
Date of Issue of RFP:	February 20, 2024  <b>Documents will be issued from:</b> <a href="http://www.RTI.org/current-opportunities">www.RTI.org/current-opportunities</a>
Date of Mandatory Site Visit:	March 5, 2024 A prebid Site meeting will be conducted at <b>Apoka Bandas in Kidepo Valley National Park at 8:30 AM, starting with a site inspection visit</b>  <b>No more site visits will be authorized</b> under this procurement. Site inspection certificates will be only issued by RTI.  <b>Bidders who do not visit the site on the specific date listed above will not be considered for this procurement.</b>  Bidders' Project Manager / Civil Engineer must participate in the site visit.
Date Questions from Supplier Due:	March 13, 2024 at 4:00 PM
Date Proposal Due:	<b>March 20, 2024 at 4:00 PM</b>
Approximate Date Subcontract Issued to Successful Bidder(s):	June 14, 2024

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<b>Method of Submittal:</b>	
<a href="mailto:construction@UgandaBiodiversity.rti.org"><u>construction@UgandaBiodiversity.rti.org</u></a>	
Respond via e-mail with attached document in MS Word / pdf format. Submission email subject line should be formatted using the following: <b>Name of Organization/Imiliny_Construction/Response.</b>	
<p><b>Attachments should be clearly labelled.</b> Technical and Financial proposals should be submitted as separate attachments. Attachments should be labelled following the below format:</p> <ul style="list-style-type: none"> <li>• <b>Name of Organization/Imiliny/Technical</b></li> <li>• <b>Name of Organization/Imiliny/Financial.</b></li> </ul> <p>The Bidder/Bidder agrees to hold the prices in its offer firm for <b>180 days</b> from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP.</p>	
Solicitation Number:	<b>UB4R/001/02/2024</b>

**Attachments to RFP:**

1. Attachment "A" –Program Scope of Work
2. Attachment "B" – Instructions to Bidders
3. Attachment "C" Bid Submission Form
4. Attachment "D" Technical Response Form
5. Attachment "E" Schedule of Values and Total Price
6. Attachment "F" Form of Bid Security (Bank Guarantee)
7. Volume 2: Security Form and Advance Payment Security Forms
8. Volume 3: Technical and Supplementary Technical Specifications
9. Volume 3.1 Supplementary Technical Specifications
10. Volume 3.2 EMMP
11. Volume 3.3 Technical Specifications for Ranger Posts
12. Volume 4: Drawings
13. Volume 5: Bill of Quantities
14. Volume 6 Appendices to include:
  - a) Environmental Plan Template
  - b) Gender and Social Plan Template

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3040 Cornwallis Road ■ PO Box 12194 ■ Research Triangle Park, NC 27709-2194 ■ USA  
Telephone 919.541.6000 ■ Fax 919.541.5985 ■ [www.rti.org](http://www.rti.org)

- c) Quality Management Plan Template
- d) Construction Health and Safety Plan Template

**15. All PO General Terms and Conditions are listed on our website at:**

<https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf>,

[http://www.rti.org/files/PO FAR Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf) or for commercial items:

[http://www.rti.org/files/PO FAR Clauses Commercial Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf) (hereinafter the “Terms”).

Supplier’s delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier’s agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

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# Attachment A

## Commodity Specifications or Statement of Work

### Statement of Work

Description of Activity/Service:

#### 1. Introduction

The United States **Agency** for International Development (USAID)/Uganda Biodiversity for Resilience (B4R) Activity (2020-2025) provides technical assistance to communities, the government of Uganda, and the private sector, to conserve and manage biodiversity in target ecosystems for lasting environmental and economic sustainability and increased community and household resilience. The Activity supports community wildlife conservancies and protected area management while promoting market-based solutions, including nature-based tourism and other conservation enterprises, to improve stewardship of the natural resources necessary to sustain Uganda's economic development.

Additional cross-cutting activities include promotion of resiliency strategies; inclusion of women, youth, and other marginalized people; private sector engagement; capacity building; and deliberate use of collaborating, learning, and adapting techniques.

#### 2. Background:

The goal of USAID/Uganda Biodiversity for Resilience (B4R) Activity, implemented by RTI International, is to assist communities, the Government of Uganda (GOU), and the private sector to conserve and manage biodiversity in target ecosystems for lasting environmental and economic sustainability and increased community and household resilience. The USAID/Uganda B4R Activity will achieve this through three interrelated outcomes:

- Economic, financial, and social investments are linked to and incentivize conservation.
- Governance arrangements benefit biodiversity and enable communities to benefit from biodiversity.
- GOU strengthens its sustainable management of targeted protected areas and biodiversity adjacent to protected areas.

#### 3. Objectives:

To further enhance the capacity of UWA to deliver on ecological and threat monitoring and enforcement capacity, B4R will construct one new ranger post at Imiliny.

#### 4. Activity/Scope of Services

The works consist of the construction of One (1) Ranger Post in Kidepo Valley National Park. Imiliny ranger post is comprised of:

- Three Number Accommodation Blocks. (12 rooms)
- Three Number Kitchen Blocks. (12 people capacity)
- A Meeting Room/House

- An Office with a Store
- Three Number VIP Latrines (4-Stance)
- Three Number Bathroom Blocks
- An Observation Tower (9-meter-high deck)
- External Works. (Guardhouse and barrier, Site clearance, Levelling, Landscaping and paving)

The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Statement of Work
- (b) Contractor's Bid,
- (c) Special Conditions of Contract,
- (d) General Conditions of Contract,
- (e) Scope of Works,
- (f) Drawings
- (g) Technical Specifications (Vol. 3 and Vol. 3.1)
- (h) Other documents provided by the Supplier to include:
  - Performance Security
  - Quality Control Plan
  - Construction Health and Safety Plan,
  - Environmental and Social Plan
  - Schedule of Key Personnel
  - Contractor's All Risk Insurance
  - Baseline Execution Schedule
  - Updated detailed Work Method statement

Enclosed and included with this RFP that constitute the entire Scope of Work and Requirements are the:

**Volume 2: Performance Security Form and Advance Payment Security Forms**

**Volume 3: Technical and Supplementary Technical Specifications**

**Volume 4: Drawings**

**Volume 5: Bill of Quantities** *The quantities and descriptions in the Bills of Quantities are estimated, and for indicative purposes only. The indicated quantities and descriptions shall not limit or qualify the Contractor's obligations to assess the bidding documents and to provide a fixed lump sum price proposal for executing the full Scope of Works in accordance with the Contract and bid Documents requirements, terms and conditions.*

**Volume 6 Appendices**

Environmental Plan Template  
Gender and Social Plan Template  
Quality Management Plan Template  
Construction Health and Safety Plan Template

Subject to the order of precedence, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

The work is to be carried out within the National Park, which is operational. The Park contains wildlife or wild animals. Bidders are advised that their methodology and program for works must take this into consideration and ensure all procedures and guidelines of Uganda Wildlife Authority are adhered especially during mobilization and movement of materials and equipment.

### **Special Contract Conditions (SCC)**

The following Special Contract Conditions (SCC) Supplement the General and Supplemental Conditions of the Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General and Supplemental Conditions.

The Supplier shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 18 *calendar months* from contract award. The time stated for completion shall include final cleanup of the premises.

The Subcontract shall maintain the following key staff on the project at all times.

- 1) Project Manager / Civil Engineer
- 2) Project Controls Engineer / Scheduler
- 3) Safety Manager
- 4) On Site Superintendent\*
- 5) On-Site First Responder / First Aid Officer\*

\*The Superintendent and The First Responder / First Aid Officer must be on site at all times.

The Supplier can subcontract up to 40% of the total contract value. The Supplier must receive approval for any subcontractor with greater than 20% of the total contract value.

RTI will deduct up to 5% for each invoice during any period in which the supplier does not maintain approved key staff on the contract. These deductions shall be made to the overall contract sum.

RTI is retaining Global Build Collaborative (GBC) as the Project Manager as defined in the Supplemental Contract Conditions

In addition to the insurance requirements provided in the terms and conditions, the supplier shall maintain the following minimum insurance requirements.

- a) Insurance of the Works, Plant and Materials is: **110% of the Contract value**
- b) The maximum deductible for insurance of the Works, Plant and Materials is: **50% of the Contract value**
- e) The minimum cover for insurance of property is: **50% of the Contract value**
- f) The maximum deductible for insurance of property is: **10% of the Contract value**
- g) The minimum cover for personal injury or death insurance is: **Whichever is greater of 50% of the Contract value or \$1,000,000.**
- h) The maximum deductible for personal injury or death insurance is: **10% of the Contract value**
- i) The maximum deductible for Professional Indemnity is: **2% of the Contract value**
- j) The maximum deductible for Public Liability (also known as General Liability) to cover bodily injury or property damage to third parties is: **Equivalent to \$50,000**

The period between Program Schedule updates is **Thirty (30)** days and RTI may withhold 2% of the Contract Sum for late submission of an updated Program Schedule.

The Defects Liability Period (DLP) is **365 Calendar** days from the practical Completion and Acceptance Date.

RTI will retain up to **Ten percent (10%)** of the value of each certificate/invoice up to a **maximum/limit** of **10%** of the Contract sum. Upon completion and handover, RTI will pay 5% of this retention back to the supplier. RTI will retain 5% of the value, which will be released upon completion of the Defects Liability Period and receipt of defects correction certificate.

The liquidated damages for the whole of the Works are **0.1% of the Contract Sum** per day. The maximum amount of liquidated damages for the whole of the Works is **Ten percent (10%)** of the final Contract Price.

The Advance Payment will be equivalent up to **Twenty percent (20%) of the contact sum** and will be paid in the same currencies and proportions as the Contract Price. It will be paid to the Contractor After submission of an acceptable advance payment guarantee in the format provided in the Bidding Documents. The Advance Payment will be repaid by deducting pro-rate amounts from payments due to the Contractor from each payment certificate during the period starting **from Certificate/Invoice No. 2** and ending **when the works have reached approximately 80% complete (the deducted amount will be the Advance Payment\*10/8\*(Invoice Amount/Total Amount))**. There will be five milestone payments, approximately 20% contract value, 20%, 30%, 25% and 5%. These will be aligned to the submitted and approved contract schedule.

A Performance Security shall be for **Ten Percent (10%)** of the Contract Price. The standard form of Performance Security acceptable to the PDE shall be an Unconditional Bank Guarantee from a first-class bank approved by RIT, in the format presented in the Bidding Documents.

**As-built drawings and operating/maintenance manuals** are required prior to the final walkthrough inspection. The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is **5% of contract sum**.

If the Supplier has not corrected a Defect within the time specified by formal notice from RTI, RTI will assess the cost of having the Defect corrected and an additional 20% (twenty percent) will be added and the Contractor will pay this amount for correcting the defect.

If the Contract is terminated because of Default by the Supplier, RTI will apply an additional 20% (twenty percent) to the value of the work not completed when calculating the total amount due.

Any arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 2000 of Uganda and under the International Center for Dispute Resolution (ICDR) Rules (2021). The place/seat of arbitration is: Raleigh, North Carolina.

## Completion Schedule of Works

Item Number	Brief Description of the works	Delivery / Completion Period
1	Performance Security in the form of an Unconditional Bank Guarantee	21 days after contract award.
2	Environmental Plan	14 days after contract award
3	Gender and Social Plan	14 days after contract award
4	Construction Health and Safety Plan	14 days after contract award
5	Baseline Project Execution Schedule Update	14 days after contract award
6	Project Execution Schedule Update	Monthly
7	Quality Management Plan	14 days after contract award
8	Evidence of Insurance. Copy of insurance policy	14 days after contract award
9	Complete Turn-key (ready to be used by the end user) construction and commissioning of Ranger Post in Kidepo Valley National Park.	18 days month after signing contract plus 12 months defects liability period.
10	Updated detailed work method statement	14 days after contract award



## Attachment “B” Instructions to Bidders

1. **Procurement Narrative Description:** The Buyer (RTI) intends to purchase construction identified in Attachment A and associated documents. The term of the Ordering Agreement shall be from Award Date to the Completion date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.
2. **Procuring Activity:** This procurement will be made by **Research Triangle Institute (RTI International)**, located at

**USAID/Uganda Biodiversity for Resilience (B4R) Activity**  
**Att: Procurement Manager**  
Plot 50, Upper Kololo Terrace  
Kololo, Kampala, Uganda

who has a purchase requirement in support of a project funded by

USAID

RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Bidders by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All bidders will submit a quote/proposal which contains offers for all items and options included in this RFP. All information presented in the bidders quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFP may result in bidder’s offer being deemed non-responsive. Bidders are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFP by the time and date specified in the RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Bidder’s proposal shall include the following:
  - (a) Complete Bid Submission Form (Attachment “C”)
  - (b) Complete Technical Response Form (Attachment “D”)
  - (c) Complete Schedule of Values and Total Price (Attachment “E”)
  - (d) A Bid Security is required, the amount and currency of Bid Security shall be **(UGX 50,000,000) Fifty Million** Uganda Shillings valid for 180 days in the Bid Security Form (Attachment “F”)
  - (e) The bidder shall submit with its bid the following additional documents:

- (i) A Certificate of incorporation or registration stating place of incorporation/registration  
In case of JV/Consortium/Association – JV/Consortium/Association Agreement
  - (ii) A copy of valid trading license
  - (iv) Tax clearance Certificate addressed to RTI International
  - (v) The written confirmation of authorization to sign on behalf of the bidder shall consist of:  
Registered Powers of Attorney
  - (vi) Site Inspection Certificate issued by RTI
  - (vii) Proposed Program of Works (Initial Schedule developed with Primavera P6 or Microsoft Project)
  - (ix) Audited books of accounts for the past three years and a letter authorizing us to seek references from your banker.
  - (x) certificates of completion as described in Attachment “D.”
  - (xi) evidence of cashflow capacity to include bank statements, lines of credit etc. as described in Attachment “D.”
  - (xii) evidence of equipment ownership, lease agreements in the form of registration books, agreements, memoranda or purchase orders as described in Attachment “D.”
  - (f) If RTI informs Bidders that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Bidder must provide RTI the correct ECCN and the name of Bidder’s representative responsible for Trade Compliance who can confirm the export classification.
4. **Questions Concerning the Procurement.** All questions in regards to this RFP to be directed to
- Procurement Manager
- at this email address:
- [construction@UgandaBiodiversity.rti.org](mailto:construction@UgandaBiodiversity.rti.org)
- (insert email address of the procurement officer).*
- The cut-off date for questions is
- March 13, 2024 by 4:00 PM**
5. **Notifications and Deliveries:** Time is of the essence for this procurement. Bidder shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFP. The Bidder shall immediately contact the Buyer’s Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Bidder.
6. **Documentation:** The following documents will be required for payment for each item:
- (a) A detailed invoice listing Purchase Order Number, Bank information with wiring

- instructions (when applicable)
  - (b) Packing List (when applicable)
  - (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)
  - (d) Certificate of completion issued by GBC
8. **Payment Terms:** Refer to RTI purchase order terms and conditions found in <https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf> , [http://www.rti.org/files/PO FAR Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf), or [http://www.rti.org/files/PO FAR Clauses Commercial Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf). Payment can be made via wire transfer or other acceptable form. Bidders may propose alternative payment terms and they will be considered in the evaluation process.
9. **Alternative Proposals:** Bidders are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A Specifications.
10. **Inspection Process:** Each item shall be inspected prior to final acceptance. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment. A certificate of completion will be issued upon completion of inspection.
11. **Evaluation and Award Process:** The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFP will be most advantageous to RTI, price and other factors considered. Evaluations will be completed in three stages.
- Stage 1** is an administrative review to verify that the Bidder has included all the required bid submittals and has followed the bid procedures. RTI reserves the right to reject any bid that does not meet the administrative criteria and requirements set forth in the bid. Elimination at any stage precludes bidder from moving forward in the evaluation process.
- Stage 2** is a technical evaluation to verify that the contractor has met the minimum technical criteria. RTI reserves the right to reject any bid that does not meet the minimum technical criteria. Elimination at any stage precludes bidder from moving forward in the evaluation process.
- Stage 3** is a best value analysis where RTI will conduct a final evaluation of the technically qualified bidders ranking them by their technical qualifications and price. *The award will be made to the Bidder representing the **Best Value** to the project and to RTI with price being the most important factor.*
- Stage 4 Post evaluation,** carryout due diligence. RTI will conduct due diligence on the selected bidder to verify documentation is true and accurate. Any discrepancies in the due diligence process may disqualify the selected bidder.
- RTI intends to evaluate offers and award an Agreement without discussions with Bidders. Therefore, the Bidder’s initial offer should contain the Bidder’s best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

- (a) **PRICE.** Lowest evaluated total price (inclusive of option quantities). Bids may be rejected if the schedule of values are unbalanced or if the total price is significantly lower than the engineer's estimate and represents a completion risk to RTI.
- (b) **TECHNICAL CAPABILITY AND PAST PERFORMANCE** - Bidder can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner based upon the following

### 1) Proposed Schedule and Method Statement for Working at the Site.

Factor	Requirement	Criteria
Proposed Schedule	Provide a proposed project schedule that describes mobilization requirements and a general understanding of the total project requirements. The schedule shall comply with the requirements stipulated in Volume 3 of the Bidding Documents.	Use of MS Project / Primavera P6 and evidence of understanding of project requirements.
Proposed Method Statement	The bidder will describe their methodology on how they intend to execute works, the procedures to be taken at the different stages, the work safety issues and precaution taken to safeguard the works and staff, provides their plan for transporting materials to the remote site. The bidder describes where they will house, feed and transport staff to the project site.	Contractor understands the remote nature of the project.

### 2) Staff with the following qualifications:

Number Require	Position	Minimum Qualifications	Total Work Experience	Similar Works Experience (yrs)
1	Project Manager / Civil Engineer	BSc Engineering or an equivalent and must be a registered Engineer, proven past experience as a facilities construction project manager	8	6
1	Project Controls Engineer / Scheduler	BSc Engineering and Construction Management proven past performance developing construction schedules	5	3
1	Health and Safety Officer	Advanced certificate in health and safety training	6	2
1	On-Site Superintendent	Facility/Building site management experience	8	3
1	On-Site First Responder / First Aid Officer*	First Aid / CPR or First Responder certificate	5	2

\*May fulfill multiple roles but must be on-site at all times.

### 3) General Experience and Financial Capacity

Factor	Requirement	Criteria
Avg. Annual Turnover	Minimum average annual turnover of 2,100,000,000 calculated from total certified payments received from contracts within the past 3 years from audited statements	Bidding forms and audited financial statements

Financial Resources	Bidder must demonstrate availability of financial resources such as liquid assets, lines of credit or other financial means other than contract advance payments to meet (1) cashflow requirements of 700,000,000. Bidder must provide proof through line of credit agreements and / or bank statements.	Bidding forms and Line of Credit																														
Equipment Availability	<p>Bidder must demonstrate that that it shall have access to key equipment listed hereafter (either by ownership, lease, hire). Attach document evident of ownership lease, hire such as registration books, agreements, memoranda or purchase order / receipt. These include:</p> <table> <tr> <th>No.</th><th>Equipment Type and Description/ Capacity</th><th>Minimum Number required</th></tr> <tr> <td>1.</td><td>Skid loader / Front-loader</td><td>01</td></tr> <tr> <td>2.</td><td>Mixer - 1m3</td><td>01</td></tr> <tr> <td>3.</td><td>Plate Compactors</td><td>01</td></tr> <tr> <td>4.</td><td>7/10T Tipper Trucks</td><td>02</td></tr> <tr> <td>5.</td><td>Pedestal roller 1T</td><td>01</td></tr> <tr> <td>6.</td><td>low bed truck</td><td>01</td></tr> <tr> <td>7.</td><td>Porker Vibrator</td><td>05</td></tr> <tr> <td>8.</td><td>Jump compactor</td><td>02</td></tr> <tr> <td>9.</td><td>10,000l water tanker</td><td>02</td></tr> </table>	No.	Equipment Type and Description/ Capacity	Minimum Number required	1.	Skid loader / Front-loader	01	2.	Mixer - 1m3	01	3.	Plate Compactors	01	4.	7/10T Tipper Trucks	02	5.	Pedestal roller 1T	01	6.	low bed truck	01	7.	Porker Vibrator	05	8.	Jump compactor	02	9.	10,000l water tanker	02	Bidding forms; and lease agreement with registration books and/or ownership documentation.
No.	Equipment Type and Description/ Capacity	Minimum Number required																														
1.	Skid loader / Front-loader	01																														
2.	Mixer - 1m3	01																														
3.	Plate Compactors	01																														
4.	7/10T Tipper Trucks	02																														
5.	Pedestal roller 1T	01																														
6.	low bed truck	01																														
7.	Porker Vibrator	05																														
8.	Jump compactor	02																														
9.	10,000l water tanker	02																														
Experience	Participation as a contractor, management contractor or subcontractor with at least three (3) contracts in the last 5 years each with a value of 1,800,000,000 that have been successful or practically completed and that are similar to the proposed works based upon size, complexity, located in a Protected Area methods/technology as described in the SOW, drawings and specifications.	Bidding forms, contract agreement and Certificates of Substantial Completion																														

#### 4) Historical Non-Performance and Litigation

Factor	Requirement	Criteria
Non-performing contract history	Declare any non-performance, terminated contracts or has a performance security been called by an employer within the last 5 years (required for all entities party to a Joint Venture/Consortium/Association.	Must declare
Pending litigation	Submit information about pending litigation which shall not represent more than 20% of the bidder's net worth.	Meets Requirement

12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.

13. **Validity of Offer.** This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Bidder in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered **valid for 180 days after submission.**

14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over \$10,000.
15. **Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to [ethics@rti.org](mailto:ethics@rti.org). You may report a suspected violation anonymously.
16. **The John S. McCain National Defense Authorization Act for fiscal year 2019 - section 889.** RTI cannot use any equipment or services from specific companies, or their subsidiaries and affiliates, including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company ("Covered Technology"). In response to this request for proposal, please do not provide a quote which includes any Covered Technology. Any quote which includes Covered Technology will be deemed non-responsive. Additionally, if the United States Government is the source of funds for this RFP, the resulting Supplier shall not provide any equipment, system, or service that uses Covered Technology as a substantial or essential component.

## Attachment “C” Bid Submission Form

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Reference No: *[insert Procurement Reference number]*

To: **USAID/Uganda Biodiversity for Resilience (B4R) Activity**  
RTI Procurement Manager;  
[Construction@UgandaBiodiversity.RTI.org](mailto:Construction@UgandaBiodiversity.RTI.org)

We, the undersigned, declare that:

- Our Company Bidding Information is as follows:

Bidder's Name	
Bidder's Country of Registration	
Bidder's year of registration	
Bidder's Registered Address	
Bidder's Authorized Representative Information	Name: Address: Telephone: Email:

- We have examined and have no reservations to the Bidding Document and Addendums/Amentums
- We offer to execute in conformity with the Bidding Document, including the Statement of Work, Specifications and drawings, and in accordance with the completion schedule specified in the Statement of Work.
- We are offering the following discounts and methodologies for their application: *[Specify in detail each discount offered (amounts) to include how it meets / exceeds the current specifications (describe specification sections) and the specific item of the Schedule of Values to which it applies].*

<i>Insert potential discounts here.</i>
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- Our bid and bid bond is valid 180 days.
- If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document in the following amount for the due performance of the contract:

<i>[insert amount in words and figures of the Performance Security]</i>
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7. We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1;
8. We, including any subcontractors for any part of the contract, have nationals from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a joint venture, consortium or association, and the nationality of each subcontractor]*;
9. We are not participating, as bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
10. We, including any subcontractors for any part of the contract, have not been suspended by the Public Procurement and Disposal of Public Assets Authority in Uganda from participating in public procurement;
11. Our bid includes this bid submission form, and all required information below. We understand that any information beyond the provided information will be discarded and may be considered a non-responsive bid.

<input type="checkbox"/>	Complete Bid Submission Form (Attachment "C")
<input type="checkbox"/>	Complete Technical Response Form (Attachment "D")
<input type="checkbox"/>	Complete Schedule of Values and Total Price (Attachment "E")
<input type="checkbox"/>	Signed Bid Security (Attachment "F")
<input type="checkbox"/>	Certificate of Incorporation / Registration (for all entities if JV/Consortium/Association)
<input type="checkbox"/>	In case of JV/Consortium/Association – JV/Consortium/Association Agreement
<input type="checkbox"/>	Audited Income Statements and Balance Sheet for the Past (3) years
<input type="checkbox"/>	Letter Authorizing us to seek references from your bank to include detailed contact information.
<input type="checkbox"/>	Proposed Initial Project Schedule in Microsoft Project or Primavera P6.
<input type="checkbox"/>	Substantial Completion Certificates as described in Attachment "D"
<input type="checkbox"/>	Evidence of cashflow capacity to include bank statements, lines of credit etc as described in Attachment "D."
<input type="checkbox"/>	Evidence of equipment ownership, lease agreements in the form of registration books, agreements, memoranda or purchase orders as described in Attachment "D."
<input type="checkbox"/>	Administrative documentation: <div style="margin-left: 40px;"> (ii) A copy of valid trading license  (iv) Tax clearance Certificate addressed to RTI International  (v) The written confirmation of authorization to sign on behalf of the bidder shall consist of: Registered Powers of Attorney </div>





	(vi) Site Inspection Certificate issued by RTI
--	--

12. We understand that you are not bound to accept the lowest bid or any other bid that you may deem non-responsive.
13. Bidder agrees, as evidenced by signature below, that the bidder's completed and signed solicitation, bidder's proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

Signed: *[signature of person whose name is shown below]*

--

Name: *[insert complete name of person signing the bid]*

--

In the capacity of *[insert designation of person signing the bid]*

--

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

--

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Attachment “D” Technical Response Form

### 1. Method Statement for Working at the Site.

<p><b>Describe equipment you will mobilize to the site and its origination. Describe how you will transport the equipment to the site:</b></p>   
<p><b>Describe how you will transport material to the field site. Where will you have a consolidation point and what transport equipment will you use to transfer this material to the field site?</b></p>   
<p><b>Describe where and how you will house and feed work staff. Describe how you will transport staff to the worksite and how long will staff remain at the site.</b></p>   
<p><b>Describe your plan for responding to on-site injuries. How will you ensure that there is someone available for first response/first aid as well as communicating and transferring injured staff for medical treatment</b></p> <p><b>Describe your procedures for carrying out work, safety precaution and measures taken at every stage.</b></p>

### 2. Proposed Key Personnel

\*Note: as described in the SCC RTI will deduct up to 5% for each invoice during any period in which the supplier does not maintain approved key staff on the contract. These deductions shall be made to the overall contract sum. It is expected that the staff proposed below will be engaged for the full project duration and with the Superintendent and First Responder (or their approved replacement will be on-site during the entire construction period).

#### Project Manager

Name	
Academic Qualification	<i>(Include degree/certificate name, year received, Institution)</i>
Professional Experience (years)	<i>(Yrs of Experience; Positions held/Type of Experience)</i>
Present Employment	<i>Position:</i> <i>Name of Employer:</i>

	<i>Employer Telephone and Email:</i>
Experience (1)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (2)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (3)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (4)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>

### **Project Controls Engineer/Scheduler**

Name	
Academic Qualification	<i>(Include degree/certificate name, year received, Institution)</i>
Professional Experience (years)	<i>(Yrs of Experience; Positions held/Type of Experience)</i>
Present Employment	<i>Position:</i> <i>Name of Employer:</i> <i>Employer Telephone and Email:</i>
Experience (1)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (2)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i>

	<i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (3)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (4)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>

#### Health and Safety Manager

Name	
Academic Qualification	<i>(Include degree/certificate name, year received, Institution)</i>
Professional Experience (years)	<i>(Yrs of Experience; Positions held/Type of Experience)</i>
Present Employment	<i>Position:</i> <i>Name of Employer:</i> <i>Employer Telephone and Email:</i>
Experience (1)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (2)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (3)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (4)	<i>From Date (month/yr) to (month/yr)</i>

	<i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
--	---

#### On-Site Superintendent

Name	
Academic Qualification	<i>(Include degree/certificate name, year received, Institution)</i>
Professional Experience (years)	<i>(Yrs of Experience; Positions held/Type of Experience)</i>
Present Employment	<i>Position:</i> <i>Name of Employer:</i> <i>Employer Telephone and Email:</i>
Experience (1)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (2)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (3)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>
Experience (4)	<i>From Date (month/yr) to (month/yr)</i> <i>Project:</i> <i>Project Role / Responsibility:</i> <i>Time Involved:</i>

#### On-site First Aid / First Responder

Name	
------	--

Training Qualification	<i>(Include degree/certificate name, year received, Institution)</i>
Additional First-Aid / Safety Experience (years)	<i>Experience; Positions held/Type of Experience)</i>

### 3. General Experience and Financial Capacity

#### a. Annual Construction Turn-Over (Revenue) for the past 3 years

Year	Amount and Currency	UGX equivalent
2022		
2021		
2020		
Average		

#### b. Financial Resources (include liquid bank assets, lines of credit or other resources). If source of financing is from a Line of Credit, please provide a copy of the line of credit as an attachment to the bid.

Source of financing (include institution)	Amount (UGX equivalent)

#### c. Equipment. Describe for each of the required equipment in the equipment list. Provide evidence of ownership, leasing or rental in the form of registration books, agreements, memorandum or purchase orders as an attachment to the bid.

Type of Equipment: Skid Loader / Front-end Loader

Equipment Information	Name of manufacturer:	Model and power rating
	Capacity:	Year of manufacture

Current Status Current location and current commitments:

Source of Equipment Indicate source of the equipment

- ☐ Owned
- ☐ Rented
- ☐ Leased
- ☐ Specially manufactured



Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: Mixer – 1 Cubic Meter

Equipment  
Information

Name of manufacturer:

Model and power rating

Capacity:

Year of manufacture

Current Status

Current location and current commitments:

Source of  
Equipment

Indicate source of the equipment

☐ Owned

☐ Rented

☐ Leased

☐ Specially manufactured

Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: Mixer – Plate Compactor

Equipment  
Information

Name of manufacturer:

Model and power rating

Capacity:

Year of manufacture

Current Status

Current location and current commitments:

Source of  
Equipment

Indicate source of the equipment

☐ Owned

☐ Rented

☐ Leased

☐ Specially manufactured

Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: 7/10T Tipper Truck

Equipment Information	Name of manufacturer:	Model and power rating
	Capacity:	Year of manufacture
Current Status	Current location and current commitments:	
Source of Equipment	Indicate source of the equipment	
	<input type="checkbox"/> Owned	
	<input type="checkbox"/> Rented	
	<input type="checkbox"/> Leased	
	<input type="checkbox"/> Specially manufactured	
Owner Information for leased or rented equipment	Name of Owner:	
	Location of Owner:	
	Telephone Number:	
	Email Address:	
Agreement Details for leased or rented equipment (provide back-up)		

Type of Equipment: Pedestal roller 1T

Equipment Information	Name of manufacturer:	Model and power rating
	Capacity:	Year of manufacture
Current Status	Current location and current commitments:	
Source of Equipment	Indicate source of the equipment	
	<input type="checkbox"/> Owned	
	<input type="checkbox"/> Rented	
	<input type="checkbox"/> Leased	
	<input type="checkbox"/> Specially manufactured	
Owner Information for leased or rented equipment	Name of Owner:	
	Location of Owner:	
	Telephone Number:	
	Email Address:	
Agreement Details for leased or rented equipment (provide back-up)		

Type of Equipment: Flat Lorry 1.5T

Equipment Information	Name of manufacturer:	Model and power rating
	Capacity:	Year of manufacture
Current Status	Current location and current commitments:	
Source of Equipment	Indicate source of the equipment	
	<input type="checkbox"/> Owned	
	<input type="checkbox"/> Rented	
	<input type="checkbox"/> Leased	
	<input type="checkbox"/> Specially manufactured	





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Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: Poker Vibrator

Equipment  
Information

Name of manufacturer:

Model and power rating

Capacity:

Year of manufacture

Current Status

Current location and current commitments:

Source of  
Equipment

Indicate source of the equipment

☐ Owned

☐ Rented

☐ Leased

☐ Specially manufactured

Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: Jump Compactor

Equipment  
Information

Name of manufacturer:

Model and power rating

Capacity:

Year of manufacture

Current Status

Current location and current commitments:

Source of  
Equipment

Indicate source of the equipment

☐ Owned

☐ Rented

☐ Leased

☐ Specially manufactured

Owner Information  
for leased or rented  
equipment

Name of Owner:  
Location of Owner:  
Telephone Number:  
Email Address:

Agreement Details  
for leased or rented  
equipment (provide  
back-up)

Type of Equipment: Water Bowser

Equipment Information	Name of manufacturer:	Model and power rating
	Capacity:	Year of manufacture
Current Status	Current location and current commitments:	
Source of Equipment	Indicate source of the equipment	
	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
Owner Information for leased or rented equipment	Name of Owner:	
	Location of Owner:	
	Telephone Number:	
	Email Address:	

Agreement Details for leased or rented equipment (provide back-up)

- d. Recent Experience (include a minimum of 3). For each contract please provide a copy of the certificate of substantial completion to this bid.

Start and End Date (Month/Yr)	Contract Identification	Role
Start Date:	Contract name:	Y Contractor
End Date:	Total Contract Amount:	Y Subcontractor
	If Subcontractor or JV – total participation amount:	Y Management Contractor
	Brief Description of the Works performed by the Bidder:	
	Name of Employer:	
	Telephone / email of employer:	
Start Date:	Contract name:	Y Contractor
End Date:	Total Contract Amount:	Y Subcontractor
	If Subcontractor or JV – total participation amount:	Y Management Contractor
	Brief Description of the Works performed by the Bidder:	
	Name of Employer:	
	Telephone / email of employer:	
Start Date:	Contract name:	Y Contractor
End Date:	Total Contract Amount:	Y Subcontractor
	If Subcontractor or JV – total participation amount:	Y Management Contractor
	Brief Description of the Works performed by the Bidder:	
	Name of Employer:	
	Telephone / email of employer:	

#### 14. Historical Non-Performance and Litigation

Did your firm have any non-performance, suspended/terminated contracts or has a performance security been called by an employer in the past 5 years?

- ☒ No  
☒ Yes (if Yes, please indicate information in the table below)

Information regarding contract non-performance

Year	Contract Identification	Total Contract Amount
	Contract Name / Number: Name of Employer: Employer Contact: Matter / Issue in dispute:	
	Contract Name / Number: Name of Employer: Employer Contact: Matter / Issue in dispute:	

Does your firm have any pending litigation?

☐ No

☐ Yes (if Yes, please indicate information in the table below)

Year	Potential Litigation Amount	Contract Information	Total Contract Value
		Contract Name / Number: Name of Employer: Employer Contact: Matter / Issue in dispute:	
		Contract Name / Number: Name of Employer: Employer Contact: Matter / Issue in dispute:	

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We....., [enter name of Bidder], undertake that once we are awarded the contract for .....[enter description of the works] to be carried out at [enter the site and other locations where the works will be carried out] shall implement measures to address environmental and social risks related to the works, including the risks of sexual exploitation and assault and gender-based violence.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, labourers and other employees at the Works Site or other places where the works would be carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor's Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Contractor's Personnel shall:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. Maintain a safe working environment including by:
  - a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. Wearing required personal protective equipment;
  - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other unwanted verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;

7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
8. Not engage in Sexual Assault, which means sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
9. Not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the contract, including on health and safety matters, and Sexual Exploitation and Assault (SEA);
11. Report violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the [Project Grievance [Redress] Mechanism].

## RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address .....[ ] or by telephone at [ ..... ] or in person at [ ..... ]; or
2. Call [ ..... ] to reach the Contractor’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

## CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

## FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand



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that if I have any questions about this Code of Conduct, I can contact ..... [*enter name of Contractor's contact person with relevant experience in handling gender-based violence*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Attachment “E” Schedule of Values and Total Price

The contractor shall provide its price in the following schedule of values

Location / Work Element	Substructures	RC Frame and Walls	Roofing and Rainwater Disposal	Doors & Windows	Finishes and Joinery	Electrical Installations	Mechanical Installation	Total
Mobilization (Total Price)								
Accommodation Block A								
Accommodation Block B								
Accommodation Block C								
Kitchen Block A								
Kitchen Block B								
Kitchen Block C								
Meeting Room								
Office with Store								
Latrines								
Bathroom Block								
Location / Work Element	Formwork / Foundation	Steel Structure / Roofing / Paving	Excavation / Drainage Filling	Parking / Kerb / Walkway Handrails	N/A	N/A	N/A	



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Observation Tower			N/A	N/A	N/A	N/A	N/A	
Site Works / Clean up	N/A	N/A			N/A	N/A	N/A	
Subtotal								
VAT (18%)								
TOTAL PRICE								



## Attachment “F” Form of Bid Security (Bank Guarantee)

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: Research Triangle Institute (RTI).

Whereas, *[insert complete name of Bidder/Joint Venture/Consortium/Association]* (hereinafter called “the Bidder”) has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]*.

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Bid Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called “the Guarantor”) are bound unto *[insert complete name of Procuring and Disposing Entity]* (hereinafter called “the Procuring and Disposing Entity”) in the sum of *[specify in words and figures the amount and currency of the Bid Security]* for which the Guarantor binds itself, its successors or assignees to make payment to the Procuring and Disposing Entity.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

- (1) If the bidder withdraws its bid during the period of validity specified in the bid submission;
- (2) If the bidder refuses to accept the correction of errors its bid price; or
- (2) If the bidder having been notified of the acceptance of its bid by RTI during the period of bid validity fails or refuses to:
  - (a) Sign the Contract; or
  - (b) Furnish the Performance Security

We undertake to pay to the Procuring and Disposing Entity up to the above amount upon receipt of its first written demand, without the Procuring and Disposing Entity’s having to substantiate its demand, provided that in its demand the Procuring and Disposing Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including \_\_\_\_\_ *[insert date, (day, month and year)]* and any demand in respect thereof should be received by the Guarantor no later than the above date.



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This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub – article 20 (a) is hereby excluded.

Signed: *[insert signature of person whose name is shown below]*

Name: *[insert complete name of person signing the Bid Security]*

In the capacity of *[insert designation of person signing the Bid Security]*

Duly authorized to sign the Bid Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) *[insert date of signing]*