

SECTION II: EVALUATION METHOD AND CRITERIA

Quotations submitted in response to this RFQ shall be evaluated on the basis of the “lowest priced, most technically acceptable” methodology, which consists of the following steps:

- 1. Preliminary screening of quotations using formal and eligibility criteria:** This includes an assessment of whether quotations comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All quotations substantially compliant at this stage will go through subsequent evaluation as follows.
- 2. Technical evaluation using qualification criteria:** This determines which quotations are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant quotations. Only quotations meeting or exceeding the qualification criteria shall be considered substantially compliant.
- 3. Technical evaluation using technical criteria:** This determines each quotation's technical compliance with the pre-defined technical criteria as identified in the “Technical Criteria” table below. Only quotations meeting or exceeding the technical criteria shall be considered substantially compliant. The technical evaluation shall be completed prior to initiating the financial evaluation.
- 4. Financial evaluation:** Financial evaluation of the quotations shall only be conducted for the quotations that have been determined to be substantially compliant in the technical evaluation. Quotations qualifying for a financial evaluation shall be checked for any arithmetic errors following Article 28 [*Minor Informalities, Errors or Omissions*]. Schedule 4.1.A [*Bill of Quantities*] shall be used for the financial evaluation. Schedule 4.1.B [*Daywork Schedule*] will not be used for the financial evaluation but will inform the assessment of reasonableness of cost. The lowest priced quotation among the most substantially compliant quotations will be selected for award. The technical advantages offered by a higher priced quotation may in certain cases justify selection of a quotation other than the lowest priced. Further, where none of the quotations fully meet the requirement specification, the most technically acceptable quotation can be selected for award.
- 5. Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the bidder recommended for award, to confirm that the bidder meets the criteria set forth in this RFQ or as appropriate to the nature of the procurement process. UNOPS may reject a bidder's quotation on the basis of the findings. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the bidder's premises, equipment, Plant or Materials.

At any time during the evaluation process, UNOPS may request clarification or further information in writing from bidders. The bidder's responses shall not contain any changes regarding the substance, including the technical and financial part of their quotation. UNOPS may use such information to interpret and evaluate the relevant quotation.

UNOPS evaluation of a quotation shall take into account the evaluation criteria described in the following tables.

1. FORMAL AND ELIGIBILITY CRITERIA

Criteria evaluated on a pass/fail basis during the preliminary screening	Documents to establish compliance with the criteria
1. The bidder is eligible as defined in Section I: Instructions to Bidders , Article 4 [<i>Bidder Eligibility</i>].	<ul style="list-style-type: none"> Schedule 0.1 [<i>Quotation Submission Declaration</i>] Schedule 0.2 [<i>Bidder's Information</i>] UNGM suppliers ineligibility lists
2. The quotation is complete, i.e., all documents and technical documentation requested in Section I: Instructions to Bidders , Article 11 [<i>Content of Quotation Submissions</i>] have been provided and are complete.	<ul style="list-style-type: none"> All documentation as requested under Section I: Instructions to Bidders, Article 11 [<i>Content of Quotation Submissions</i>]
3. The bidder accepts conditions of the Contract as specified in Section III: Conditions of Contract .	<ul style="list-style-type: none"> Schedule 0.1 [<i>Quotation Submission Declaration</i>]
4. A bid security is provided.	<ul style="list-style-type: none"> Schedule 0.5 [<i>Form for Bid Security</i>]
5. [Insert additional criteria]	<ul style="list-style-type: none"> [Insert documentation required]
6. [Insert additional criteria]	<ul style="list-style-type: none"> [Insert documentation required]

2. QUALIFICATION CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria
1. Financial capability The bidder has sufficient liquidity, demonstrated by the ratio of "average current assets / current liabilities" over the last [two (2)] years which must be equal to or greater than one (1) or the bidder has access to a line of credit or bank overdraft or other financial means to meet a working capital/cash flow requirement of [##### currency] (should the bidder be selected).	<ul style="list-style-type: none"> • Copy of audited financial statements for the last [two (2)] years • A letter from a financial institution/bank confirming access to a line of credit or other financial means
2. Financial capability The bidder has an annual turnover of minimum [##### currency] in any one of the last [five (5)] years.	<ul style="list-style-type: none"> • Copy of audited financial statements for the last [five (5)] years
3. The bidder has been in continuous business during the last [one (1)] year. 3 Years	<ul style="list-style-type: none"> • Certification of incorporation of the bidder
4. The bidder has experience successfully delivering similar [] construction works contracts during the last [three (3)] years prior to bid opening.	<ul style="list-style-type: none"> • Schedule 0.3 [<i>Capacity and Experience</i>] • Schedule 0.4 [<i>Performance Statement</i>]
5. The bidder has the registration under the category/grade [] in the body that governs and regulates the construction industry in the Country.	<ul style="list-style-type: none"> • Certification of registration
6. Multiple contracts [If RFQ includes lots, insert criteria to evaluate multiple lots]	<ul style="list-style-type: none"> • [Insert documentation required]
7. [Insert additional criteria]	<ul style="list-style-type: none"> • [Insert documentation required]
8. [Insert additional criteria]	<ul style="list-style-type: none"> • [Insert documentation required]

3. TECHNICAL CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation

To be substantially compliant, bidders must meet all the minimum requirements/criteria and score 'pass' against each of the criteria.

Documents to establish compliance with the criteria

In **Section VI: Returnable Schedules**:

- All schedules under Schedule 4 [*Contract Schedules from the Bidder*]
- [Insert additional required documentation]

Parts of the Technical Bid Evaluation: Number and description

Obtainable rating

1.	Bidder's capacity and expertise	Pass/Fail
2.	Proposed methodology, approach and implementation plan	Pass/Fail
3.	Key equipment proposed	Pass/Fail

Part 1: Bidder's capacity and expertise

No.	Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)
1.1	The bidder has the general organizational capability that can support effective implementation: management structure, financial stability and project financing capacity, project management controls, and the extent to which any work would be subcontracted	<ul style="list-style-type: none"> • Copy of audited financial statements for the last [two (2)] years • Schedule 4.2 [<i>Method Statement</i>]
1.2	The bidder has relevant specialized knowledge and experience on similar works done in the region or country.	<ul style="list-style-type: none"> • Schedule 0.3 [<i>Capacity and Experience</i>] • Schedule 0.4 [<i>Performance Statement</i>]
1.3	The bidder has the capacity to undertake the scope of Works in addition to its current workload.	<ul style="list-style-type: none"> • Schedule 0.3 [<i>Capacity and Experience</i>]

Part 2: Proposed methodology, approach and implementation plan

No.	Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)
2.1	The quotation (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in Section V: Requirements , which indicates the bidder's understanding of these requirements.	<ul style="list-style-type: none"> All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>] in Section VI: Returnable Schedules
2.2	The programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in Section V: Requirements . The bidder's preliminary programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within timelines that are consistent with industry practices, the project requirements and proposed methodology.	<ul style="list-style-type: none"> Schedule 4.2 [<i>Method Statement</i>]
2.3	The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder's insurances comply with the requirements of the RFQ (if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.5 [<i>Insurance Requirements</i>], if selected.	<ul style="list-style-type: none"> Schedule 4.4 [<i>Insurance Details and Insurances</i>] Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the bidder, if selected.
2.4	The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Works will be consistently met.	<ul style="list-style-type: none"> Schedule 4.2 [<i>Method Statement</i>]
2.5	The programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system.	<ul style="list-style-type: none"> Schedule 4.2 [<i>Method Statement</i>]

Part 3: Key equipment proposed

No.	Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)
3.1	<p>The proposed equipment in Schedule 4.3 [<i>Contractor's Equipment and Machinery</i>] demonstrates the capacity of the bidder to undertake the work.</p> <ul style="list-style-type: none"> [Insert name of equipment] [Insert name of equipment] 	<ul style="list-style-type: none"> Schedule 4.3 [<i>Contractor's Equipment and Machinery</i>]

SECTION III: CONDITIONS OF CONTRACT

INSTRUMENT OF AGREEMENT

- [Construction Contract for Minor Works: Instrument of Agreement](#)

GENERAL CONDITIONS OF CONTRACT

- [Construction Contract for Minor Works: General Conditions of Contract](#)

PARTICULAR CONDITIONS OF CONTRACT

Part 1: Amended Clauses

The General Conditions are amended in the following manner (if nothing is stated, then no amended conditions apply):

No.	Clause/Sub-Clause No. and Title	Amended General Condition
1		
2		
3		
4		
5		

Part 2: Additional Clauses

The General Conditions are supplemented by the inclusion of the following additional conditions (if nothing is stated, then no additional conditions apply):

No.	Clause/Sub-Clause No. and Title	Additional General Condition
1		
2		
3		
4		
5		

SECTION IV: SCHEDULE OF DETAILS

SCHEDULE 1: CONTRACT DETAILS

1.1 Details Provided by the Employer

Clause No.	Description	Details
2	Employer's Representative	Name: Infiyaz Hyder Position title: Project Manager Address: UNOPS - Sri Lanka, No: 02, Don Carolis road, Colombo 05, Sri Lanka. Email address: mohamedh@unops.org Telephone/Mobile number: 0713503812
3	Employer's address for communication	Name: Maki Rankoe Position title: Head of Support Services Address: UNOPS - Sri Lanka, No: 02, Don Carolis road, Colombo 05, Sri Lanka. Email address: makir@unops.org Telephone/Mobile number: TBC
6	Time for Completion	<u>1</u> months/ <u>30</u> days
7	Method of valuation	<input type="checkbox"/> Lump sum only <input checked="" type="checkbox"/> Measure & pay only <input type="checkbox"/> Combination of measure & pay and lump sum
7	Installments or schedule of payments (in the case of lump sum payments)	Not applicable
9	Timing for submission of Statements	
12	Defects Notification Period	<u>12</u> months
14	Performance Security	<input type="checkbox"/> Required <input type="checkbox"/> Not required
14	Performance Security amount	<u>10</u> % of the Contract Price
14	Retention Money to be deducted	<u>10</u> % of the relevant value of the Works (10% of the value of the work will be deducted from each and every payment but not exceeding the maximum retention of 5% of the contract price)
10.5	Retention to be released at taking over of Works	<u>50</u> % of the Retention money

15	Delay Damages	<input type="checkbox"/> Amount per day: _____ USD X <u>0.1</u> % of the Contract Price Not Applicable
15	Aggregate maximum amount of Delay Damages	_____ USD Maximum amount will be 10% of the contract price.

SCHEDULE 2: PROJECT SPECIFIC INFORMATION

2.1 Project Details

(Brief description of the project including title, location and background and any other relevant details for which the Works are being executed)

1. Background and General Description of Works

There is a requirement in UNOPS, SAMCO office located in Colombo, Sri Lanka i.e. to ensure uninterrupted electricity supply during the prevailing power cuts in the country. The country is currently in a crisis situation which resulted in frequent power outages due to the unavailability of adequate fuel supply to generate electricity. Therefore, to improve the reliability of power supply, it was decided to install an off grid solar system with a battery backup which can be used as the primary source of energy.

At present, There is already a 15kW on grid solar system installed at the property with an inverter with a capacity of 15kW. The system is about 10 years old and working without any issue. Therefore, the proposed system is an upgrading of the existing system i.e. converting to an offgrid system by introducing a hybrid inverter, battery backup system and coupling with the existing diesel generator. The system should work by giving priority to solar energy, battery power and generators.

2. Scope of Work

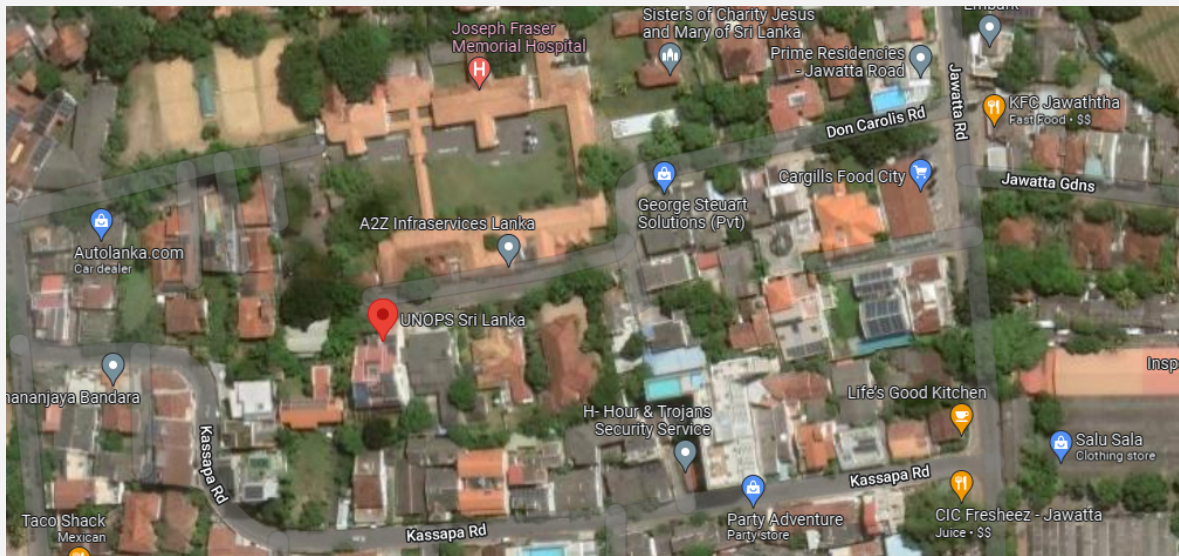
The site and specific installation area will be recommended by the consultant/client. However, the bidder is responsible for pre-site visits and gathering all required information for bidding. The scope of work is as follows:

- Equipment transportation and installation.
- System commissioning.
- Trial run.
- Transfer from delivery to operation.
- Operation and maintenance training.

2 Site Plan

1. General description of location and boundaries including the GPS coordinates:

UNOPS, SAMCO Office Sri Lanka is located at the end of Don Carolis Road on Colombo 05. The system is to be installed at the outdoor area on the second floor of the office next to the IT and Networking room. There is 24 hour security personnel overlooking the UNOPS office



GPS Coordinates - 6.894634302646133, 79.8649518514467

2. General description of the parts of the Site that will be provided access to and the times of access:

As the proposed site is located inside the office premises, access will be provided for contractor personnel.

3. Description of access routes, access timing and any access restrictions:

As the proposed site is located inside the office premises, there is no separate access to the site from outside. The office access will be provided for all of the contractor's personnel.

4. Description of other surrounding sites and any related interface issues:

No issues to be noted.

5. Description of approved location for the Contractor's¹ Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored :

Not applicable.

6. Description of Site arrangements that is to be provided for the Employer's use:

Employer's office facility is already at the location, hence the bidder is not required to consider the facility.

7. Description of disposal areas (within the Site or outside the Site):

Not applicable.

8. Description of any Site security requirements:

No security requirements necessary.

9. Any other Site details:

UNOPS Sri Lanka office staff will be working on weekdays from around 8am - 6pm. Therefore ensure that all works are carried out without any disturbance to the office staff.

¹ For the purposes of this RFQ, when the term "Contractor" is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is accepted after evaluation and who is awarded the Contract, will be included in the Contract.

SCHEDULE 5: FORMS

5.1 Form for Performance Security

PERFORMANCE SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Performance Security Number: [#####]

To: UNOPS
[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Contractor**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain works and services (hereinafter called the “**Works**”) to be undertaken by the Contractor (hereinafter called the “**Contract**”).

We, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum of [insert amount equivalent to 5 or 10 per cent of the Contract Price in words (and figures) with the relevant currency] (hereinafter called the “**Guaranteed Sum**”).

This Performance Security (hereinafter called the “**Guarantee**”) is valid and will continue to be valid and enforceable from the date of this letter for the Guaranteed Sum until the issue of the Final Completion Certificate. The Guaranteed Sum may reduce to [2.5 or 5: select one] per cent of the Contract Price upon the issue of the Taking-Over Certificate for the whole of the Works. This Guarantee will automatically expire on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Contractor.

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

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any

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

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

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this Guarantee may be exchanged or surrendered without in any way impairing or affecting our liabilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

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

Capitalized words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

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

IN WITNESS of which then [insert name if the institution issuing the Guarantee] has duly executed this Guarantee on the date stated above.

SIGNED by

Name:

Title:

Institution:

Date:

Signature:

Name of witness (block letters):

Occupation of witness:

Address of witness:

Signature of witness:

ADDRESS FOR NOTICES [insert address]

SECTION V: REQUIREMENTS

SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER

3.1 Scope of Works

1. Demolition:

Not applicable as this is a new construction.

2. New construction:

- Installation of Aluminum shop front partitions with aluminum framed single swing doors as per the detailed drawing.
- Installation of Powder coated 100mmx50mm GI trunking inside the battery room complete with necessary fixing accessories.

3. Renovation:

Not applicable as this is a new construction.

3.2 Specifications

3.2.A List of the technical specifications

(General and particular Specifications including testing/sampling details/performance based standards)

General specifications and specifications for all electrical systems and works are given with the annexed Specifications.

3.2.B Health, safety, social and environment requirements

(Description of health, safety, social and environment requirements in accordance with Clause 18 of the General Conditions)

Health and safety management

- Health and safety management manual/policy (if any);
- An outline health and safety management plan for the project.

Environmental management

- Environmental management manual/policy(if any);
- An outline environmental management plan for the project

Note to bidders:

After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the bidder's Quality Management, Health and safety management and Environmental management plan and policy with UNOPS Quality Management, Health and safety management and Environmental management plan and policy with a view to determine how to integrate them with each other. Please note that UNOPS sets a standard minimum and shall apply by default.

The UNOPS Quality Management, Health and safety management and Environmental management Policies can be downloaded from the link below.

<https://drive.google.com/open?id=13-5t-Umtr6B4aTeAhhhUtqJugDX7lepF>

3.2.C Sustainability requirements

(Description of sustainability requirements if any)

3.2.D Employer-Supplied Materials, Employer's Equipment and Employer's Facilities

(Details of materials, facilities, equipment, materials and others provided by Employer)

WILL NOT BE USED

3.2.E As-built drawings

(Description of requirements and details such as formats and presentation, timelines, review and approval process of as-built drawings and spare parts to be provided by the Contractor)

Contractor shall submit 3 copies of AS-Built drawings as hard copies in A2 size.

3.3 Drawings

(List of Drawings and the link to the Drawings)

3.4 Employer's Delegations

No.	Clause/ Sub-Clause No. and title	Delegated duties and authorities	Designation	Remark
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

3.5 Insurance Requirements

(Details in accordance with Clause 16 of the General Conditions)

Insurances	Additional details on scope of cover	Validity Period	Limit of liability
Construction all risk insurance for Works, Plants and Materials			
Public liability insurance			
Workers' compensation insurance			

Insurances required by Laws and by local practice			
Any other insurances			