# 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. 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** |
| The bidder is eligible as defined in **Section I: Instructions to Bidders**, Article 4 [*Bidder Eligibility*]. | * Schedule 0.1 [*Quotation Submission Declaration*] * Schedule 0.2 [*Bidder's Information*] * Schedule 0.3 [*Joint Venture Partner Information*], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| The quotation is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] |
| Bank Guarantee Confirmation to provide an irrevocable and unconditional, on-demand bank guarantee for performance of 5% of the contract amount as per UNOPS form included in the contract template and attached in this RFQ | * Bidder confirmation in the questionnaire attached in this RFQ |
| The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Quotation Submission Declaration*] * Bidder confirmation in the questionnaire attached in this RFQ |

| **2. QUALIFICATION CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** |
| 1. **Registration and Legal Documents**   Contractor should provide copies of business  registration (the commercial registration card, Tax  ID, and etc.) | * Registration Card, Tax Card and all related governmental legal registration documentation |
| 1. **Financial capability**   1) The bidder should have minimum annual  turnover in any of the last seven (7) years  equivalent to the total amount of USD 500, 000. Bidders shall submit audited financial  statements/ or any relevant documents for the  mentioned years. (UNOPS reserves the right to  request further certified documents/evidence as  needed.  or, 2) The bidder should have access to cash  liquidity like i)a line of credit or bank overdraft, or ii) other financial means to meet a working  capital/cash flow requirement of minimum of 70%  of the total amount of the bidder’s offer. Bidder to attach supporting documents like certified bank  statement/ letter and other official bank letters. | * A letter from a financial institution/bank confirming access to a line of credit or other financial means |
|
| 3.The bidder has experience successfully delivering similar ***Two (2) projects.*** in supplying, installing and operating PV solar systems during the last ***Ten (10) years*** prior to bid opening. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| 4.The bidder must hire or have in place female  employees, that should constitute a minimum of  10% of the key personnel for this contract and a  contract representative. Or of the company's  overall workforce | * Bidder to submit their company organogramand/or any documents showing their employment start/ hierarchy where femalestaff are highlighted with their CV enclosed. * The contractor must submit the company organogram with clear indication of the job titles/portfolio that they hold in the company. The job description and CVs for the female employees shall be submitted along with the bid, these employees must be in place at the time of submitting the offer. |

| **3. TECHNICAL CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** |
| To be substantially compliant, bidders must meet all the minimum requirements/criteria and score ‘pass’ against each of the criteria. | In **Section VI: Returnable Schedules**:   * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] * Schedule 0.5 [*Format for Resume of Proposed Key Personnel* |

| **Parts of the Technical Quotation 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 personnel 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 relevant specialized knowledge and experience on similar works done in the region or country. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| **1.2** | The bidder has the capacity to undertake the scope of Works in addition to its current workload. | * Schedule 0.4 [*Capacity and Experience*] |

| **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. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] 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. The Programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system. | * Schedule 4.3 [*Method Statement*] |
| **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 3.11 [*Insurance Requirements*], if selected. | * Schedule 4.9 [*Insurance Details and Insurances*] * 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. | * Schedule 4.3 [*Method Statement*] |
| **2.5** | The bidder’s proposed subcontractors and suppliers, if identified, are proposed to undertake appropriate quantities of Works and have demonstrated the capacity to undertake the work and are located in appropriate locations. | * Schedule 4.6 [*Subcontractors*] |

| **Part 3: Key personnel proposed** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **3.1** | The composition and structure of the team proposed is appropriate and the proposed roles of the management and the team of Key Personnel is suitable for the provision of the necessary Works. The qualifications and experience of Key Personnel proposed meet the established requirements.   * Project Manager * Civil Engineer * Mechanical Engineer * Electrical Engineer * Environmental , health and safety officer | * Schedule 4.4 [*Key Personnel*] * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

* [Construction Contract for Small Works: Instrument of Agreement](https://content.unops.org/service-Line-Documents/Infrastructure/Construction-Contract-for-Small-Works-Instrument-of-Agreement_EN.pdf)

## GENERAL CONDITIONS OF CONTRACT

* [Construction Contract for Small Works: General Conditions of Contract](https://content.unops.org/service-Line-Documents/Infrastructure/Construction-Contract-for-Small-Works-General-Conditions-of-Contract_EN.pdf)

## PARTICULAR CONDITIONS OF CONTRACT

### Part 1: Amended Clauses (Not Applicable)

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 (Not Applicable)

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

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **1.1** | Description of parts of the Works that shall be designated a Section for the purposes of the Contract | **Supply, Installation and Operation of Solar PV Energy units Al-Muwaijah Field, Al-Shihir, Hadromout City,Yemen**  **IUS-AF-UWS-SHA-001** |
| **1.3** | Employer’s address for communication | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | ☐ **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ **If others, specify:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.1** | Employer’s Representative | **Name:**  **Position title:**  **Address:**  **Email address:**  **Telephone/Mobile number:** |
| **4.2** | Performance Security amount | ***5 %*** of the Contract Price |
| **4.2** | Currency of the Performance Security | ***USD*** |
| **4.2** | Permitted guarantors for Performance Security | Bank approved by the Employer |
| **6.1** | Commencement Date | ***Two Weeks from the date of signing the Contract*** |
| **6.2** | Time for Completion | **For whole of the Works:** 8 months |
| **6.5** | Delay Damages | ***0.01 %*** of the Contract Price per day |
| **6.5** | Aggregate maximum amount of Delay Damages | ***10 %*** of the Contract Price |
| **8.1** | Defects Notification Periods (DNP) | ***12 months*** |
| **8.4** | Latent Defect Period | ***Not Applicable*** |
| **10.2** | Advance payment amount | ***Not Applicable*** |
| **10.2** | Permitted guarantors for advance payment | ***Not Applicable*** |
| **10.2** | Period of repayment of advance payment | ***Not Applicable*** |
| **10.3** | Retention Money to be deducted from the IPC | 5% |
| **10.3** | Limit of Retention Money | ***5 %*** of Contract Price |
| **10.3** | Rate of advance payment deductions | ***Not Applicable*** |
| **10.5** | Retention Money to be released at taking over of Works or Sections | ***50f %*** of the Retention Money deducted for the value of the Section or whole of the Works, as applicable |
| **10.10** | Currencies of payment | **Currency : USD** |
| **10.10** | Proportions of currencies for payment | ***Not Applicable*** |
| **10.10** | Rate of exchange | ***Not Applicable*** |
| **10.11** | Annual rate of financing charges for delayed payment | As per the country's law |

## 

## 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)*

| ***Supply, Installation and Operation of Solar PV Energy units Al-Muwaijah Field IUS-AF-UWS-SHA-001***  ***The work will include civil, supply, installation and Operation of Solar PV Energy units works of Al-Muwaijah Field according to the related drawings and BOQ which are:***   * Site preparation (clearing, pruning, excavation, etc.; * All planning and permitting works required for the realisation of the project; * Supply and installation of solar PV modules of a proven PV technology from a reputable manufacturer; * Supply and installation of support structures for the photovoltaic modules, inverters; * Supply and installation of link chain fencing required to secure the PV modules, inverters and the structures; * Supply, installation and connection of photovoltaic (PV) modules; * Supply and installation of elements needed to secure modules on the structures; * Supply, installation and connection of all electrical panels required in the DC and AC side, including protection devices; * Supply and installation of all cabling and electrical connections between the elements of the PV system, including the electrical conduits (buried weighted, aerial, on walls) for cable routing; * Supply, installation and connection of inverters for connection to the local electrical network capable of providing reactive power, including DC and AC protections * Supply, installation, and connection of a commercial PV-Diesel hybrid controller; * Supply, installation and connection of remote monitoring systems (central acquisition and data processing, meteorological station) including at least 2 years’ access to a web portal page; * Supply, installation and connection of small UPS system for control equipment; * The supply and installation of equipotential bonding devices and grounding system of all metal parts of plant; * supply and installation of Lightning Arrestors of plant; * Supply, installation, operation and commissioning of solar street lighting system which will be distributed and installed on all sites in order to enhance night protection and monitoring of solar panels at this location. * Three load balancing if required; * Transport of all equipment to the site, on site temporary storage and security and replacement of all equipment in case of breakage; * Testing and commissioning of the system; * Supply all operational and maintenance documentation and provide technical and safety training to the facility staff; * System maintenance is required for 1 year, and includes preventive maintenance, corrective maintenance, general maintenance, monitoring of the Plant, and monthly data analysis and reporting effective from commercial operational date; |
| --- |

### 2.2 Site Plan

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

| **Al-Shiher is a city located on the coast of Hadhramaut Governorate, It is about 68 kilometers away from Mukalla, the capital of the governorate.**  **The project is located in Alshihir, Hadhramout, Yemen. The 0.54 MW Hybrid PV System, shall compromise all facilities necessary for the generation of power from the solar resource as specified in the tender,The system will be located with coordinates:- Longitude: 14º 52' 27.05"N -Latitude: 49º 31' 22.17" E**  **Location of Project is shown in Figure below** |
| --- |

1. **General description of the parts of the Site that will be provided access to and the times of access (in accordance with Sub-Clause 2.1 of the General Conditions):**

| The Works include the construction of **Supply, Installation and Operation of Solar PV Energy units Al-Muwaijah Field IUS-AF-UWS-SHA-001*.***  as further described in **Section III: Conditions of Contract, Section IV: Schedule of Details, Section V: Requirements** and **Section VI: Returnable Schedules**of this RFQ*.* |
| --- |

1. **Description of access routes, access timing and any access restrictions:**

| ***Not Applicable*** |
| --- |

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

| ***Not Applicable*** |
| --- |

1. **Description of approved location for the Contractor’s[[1]](#footnote-0) Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored (in accordance with Sub-Clause 1.1 of the General Conditions):**

| ***Not Applicable*** |
| --- |

1. **Description of Site arrangements that is to be provided for the Employer’s use:**

| ***Not Applicable*** |
| --- |

1. **Description of disposal areas (within the Site or outside the Site in accordance with Sub-Clause 4.17 of the General Conditions):**

| ***Not Applicable*** |
| --- |

1. **Description of any Site security requirements (in accordance with Sub-Clause 4.14 of the General Conditions):**

| ***Not Applicable*** |
| --- |

1. **Any other Site details:**

| ***Not Applicable*** |
| --- |

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

### *Not Applicable*

### 5.2 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 USD 5 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]

### 5.3 Form of Discharge

**FORM OF DISCHARGE**

[on the Contractor’s letterhead]

**Date:** \_\_\_/\_\_\_/\_\_\_

**To:** UNOPS

[insert address of the Employer]

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[insert Contract title]

[insert Contract Number]

[insert Project Title]

Reference is made to Sub-Clause 10.8 [*Discharge*] of the Contract.

The Contractor has submitted its Final Statement under Sub-Clause 10.7 [*Final Statement*] of the General Conditions, and warrants that it has submitted all claims for full and final settlement of all moneys due to the Contractor under or in connection with the Contract in relation to all works and services performed in connection with the Contract. The total of the Statement is subject to any payment that may become due in respect of any dispute proceedings or arbitration which is in progress.

The Contractor releases the Employer from all claims, actions, suits and demands which it presently has or which might in the future arise out of or in connection with the Contract or the works and services performed in connection with the Contract.

This Discharge shall become effective after the Contractor has received:

* + - 1. full payment of the amount certified in the Final Payment Certificate; and
      2. the Performance Guarantee.

The Contractor acknowledges that the Employer will make the Final Payment pursuant to Clause 10.9 [*Final Payment Certificate*] of the Contract and that such payment will be made in reliance on the warranties and releases contained in this Discharge.

This Discharge is executed by an official representative duly authorized to bind the Contractor.

Yours sincerely,

**Contractor’s Representative**

| **Name:** |
| --- |
| **Title:** |
| **Address:** |
| **Date:** |
| **Signature:** |

# SECTION V: REQUIREMENTS

## SCHEDULE 3: REQUIREMENTS OF EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

| ***Not Applicable*** |
| --- |

1. **New construction:**

| ***Not Applicable*** |
| --- |

1. **Renovation:**

| ***Not Applicable*** |
| --- |

1. **Design:**

| ***Not Applicable*** |
| --- |

1. **Supply of Plant and Materials:**

| Refer to the BoQ |
| --- |

### 3.2 Specifications

#### 3.2.A List of the technical specifications

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

| **Please refer to :**   * *Bill of Quantity* * *Technical Specifications* * *Drawings* * *Technical Questionnaire* |
| --- |

#### 3.2.B Requirements for Contractor’s[[2]](#footnote-1) design

1. **The background and purpose for the design:**

| ***Not Applicable*** |
| --- |

1. **Comprehensive and explicit scope of the Contractor’s design:**

| ***Not Applicable*** |
| --- |

1. **Any pertinent details and technical information:**

| ***Not Applicable*** |
| --- |

1. **The standards, codes and regulatory requirements the Contractor shall use and comply with in the performance of its obligations under the Contract, for the design:**

| ***Not Applicable*** |
| --- |

1. **Key responsibility and liability matrix for the Contractor’s design:**

| ***Not Applicable*** |
| --- |

1. **Health, Safety, Social and Environmental (HSSE) requirements related to Contractor’s design (if any):**

| ***Not Applicable*** |
| --- |

1. **Quality Management System related to Contractor’s design:**

| ***Not Applicable*** |
| --- |

1. **The list of all deliverables and/or the Contractor’s Documents related to the design:**

| ***Not Applicable*** |
| --- |

**Specific tools required such as software to be used to develop the design and the format of presentation of the Contractor’s Documents:**

| ***Not Applicable*** |
| --- |

1. **Information on the design approval process (UNOPS and any other as required):**

| ***Not Applicable*** |
| --- |

#### 

#### 3.2.C Quality Management System requirements

*(Description of Quality Management System requirements in accordance with Sub-Clause 4.10 of the General Conditions)*

| * *Bidders are required to provide the following information:*   ***Project implementation/quality management***   1. *Project implementation/quality management manual/policy (if any);* 2. *The bidder must provide an operation and maintenance manual in both Arabic and English with a proper training for stakeholder staff;* 3. *An outline project implementation/quality management plan for the project.*  * *Bidders shall provide details of their proposed sources of naturally occurring materials, including aggregates, and outline statement method statement setting out how they intend to stage and construct the works and coordinate with the local authorities in order to obtain all required authorizations and make sure that the project will be implemented on schedule.*   *After selection of the successful bidder, UNOPS, in consultation with the bidder, will review the above information with a view to determining how it can be integrated with UNOPS’ own works management system. Please note that UNOPS’ management system sets a standard minimum and shall apply by default.* |
| --- |

#### 

#### 3.2.D Health, safety, social and environment requirements

*(Description of Health, safety, social and environment requirements in accordance with Sub-Clause 4.9 of the General Conditions)*

| The Contractor shall adhere to UNOPS Health, safety, and Environmental requirements , that shall be applied during all contract activities on site. In the following Annexes :   * *- Safeguard Instrument - Health and Safety Management Plan.* * *- Safeguard Instruments - Environmental and Social Management Plan (ESMP).* |
| --- |

#### 

3.2.E Sustainability requirements

*(Description of sustainability requirements if any)*

| ***Not Applicable*** |
| --- |

#### 

#### 3.2.F Employer-Supplied Materials, Employer's Equipment and Employer’s Facilities

***Not Applicable***

#### 3.2.G Training r[equirements](#_heading=h.147n2zr) *Not Applicable*

3.2.H As-built drawings, spare parts and operation and maintenance manuals

*(Description of requirements and details such as formats and presentation, timelines, review and approval process of as-built drawings, spare parts and operation and maintenance manuals to be provided by the Contractor in accordance with Sub-Clause 4.1 of the General Conditions)*

| As built drawings shall be delivered by the Contractor no later than the Preliminary taking over date Including three copies of hard documents as well as the soft documents of the whole sub projects, As built drawings shall be submitted in a professional manner approved by UNOPS Local partner and accepted by UNOPS. |
| --- |

### 

### 3.3 Drawings

*(List of Drawings and the link to the Drawings)*

| Please refer to :  - Drawings |
| --- |

### 

### 3.4 Valuation and Payment

[To select an option, put an **X** over the relevant blank box]

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **9.3** | Provisional Sums items | ***Not Applicable*** |
| **10.1** | Method of valuation | ☐ Measure & pay only |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | ***Not Applicable*** |
| **10.3** | Timing for submission of Statements | Monthly Statements |
| **10.3** | Requirements for the submission of Statements | For completed and accepted works approved and certified by UNOPS and local partner Representative |
| **10.3** | Payment for Plant and/or Materials delivered to Site | Monthly Statements |
| **10.3** | Plant and Materials listed for payment when delivered to Site | ***Not Applicable*** |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | ***Not Applicable*** |

### 

### 3.5 Programme Requirements

*(Description of the requirements associated with the Programme in accordance with Sub-Clause 6.3 of the General Conditions)*

| *Bidders are required to make their own detailed assessment of the time, work methods and activities that shall be required for the successful and timely completion of the works, and shall submit their bid on the basis of an assurance that the works can be completed by the Time for Completion and the milestone dates identified in the Contract.**The preliminary programme shall be prepared in sufficient detail to enable UNOPS to adequately evaluate the planned execution, staging and allocation of resources for the works.**The preliminary programme shall show the dates when the milestones identified in the Contract shall be achieved. It shall also include and/or be accompanied by:**a programme narrative that describes the mechanisms and assumptions made in preparing the programme; and**a critical path analysis for the execution of the works which shall clearly show the float times available within the programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity.**The contract shall be completed within 8 months from the date of contract award, and the bidder shall submit a preliminary program on this basis.* |
| --- |

### 3.6 Nominated Subcontractors

*(Details of Nominated Subcontractors in accordance with Sub-Clause 4.4 of the General Conditions)*

| **No.** | **Description of Works or Services to be Subcontracted** | **Name of Nominated Subcontractor** |
| --- | --- | --- |
| **1** | **N/A** |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

### 3.7 Reporting Requirements

*(List of Reporting requirements in accordance with Sub-Clause 4.1 of the General Conditions)*

| ***Monthly Progress Reports*** |
| --- |

### 

### 3.8 Employer's Delegations

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

### 

### 3.9 Key Personnel Requirements

*(Details of Key Personnel requirements in accordance with Sub-Clause 4.5 of the General Conditions)*

| No. | Position description/Title | Required qualification | Area of experience required | Years of relevant experience required |
| --- | --- | --- | --- | --- |
| 1 | Project Manager | Bsc. Electrical Engineering or relevant | Managing construction  projects, preferable solar/energy projects | 5 |
| 2 | Civil Engineer | Bsc. Civil Engineering | Civil Engineering or relevant | 3 |
| 3 | Mechanical Engineer | Bsc. Mechanical Engineering | PV Solar System or relevant | 3 |
| 4 | Electrical Engineer | Bsc. Electrical Engineering | PV Solar System or relevant | 3 |
| 5 | Environmental , health and safety Officer | Qualification certificates in HSE with (2)  Years of experience.  The experience should be in Occupational  Health and Safety. | Safety - Environment and or Civil engineering | 2 |

### 3.10 Equipment and Machinery Requirements (Not Applicable)

*(Details of Equipment and Machinery to be provided by the Contractor in accordance with Sub-Clause 4.7 of the General Conditions)*

| **No.** | **Description of item (Equipment or Machinery)** | **Units** | **Remarks** |
| --- | --- | --- | --- |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |

### 

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### 3.11 Insurance Requirements

*(Details in accordance with Sub-Clause 15.1 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** | Contract Value for the Construction Works and USD 30,000 per accident for unlimited No. of accidents for the Third Party Insurance (TPI) | Whole Implementation Period | YES |
| **Public liability insurance** | 100% of the contract value and in accordance with country law and insurance policy | Whole Implementation Period | YES |
| **Workers’ compensation insurance** | 100% of the contract value and in accordance with country law and insurance policy | Whole Implementation Period | YES |
| **Insurances required by Laws and by local practice** | 100% of the contract value and in accordance with country law and insurance policy | Whole Implementation Period | YES |
| **Any other insurances** | ***Not Applicable*** | ***Not Applicable*** | ***Not Applicable*** |
| **Professional indemnity insurance**  **(if applicable)** | ***Not Applicable*** | ***Not Applicable*** | ***Not Applicable*** |

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. [↑](#footnote-ref-0)
2. 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 selected after evaluation and who is awarded the Contract, will be included in the Contract. [↑](#footnote-ref-1)