# 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 [*Bidder Eligibility*]. | * Schedule 0.1 [*Bid 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 bid is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| 1. The bid is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Bid Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Bid Submissions*] |
| 1. The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Bid Submission Declaration*] |

| **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 an annual turnover of a minimum (5 Million USD) during the last [five (5)] years.  For JV/Consortium/Association, all Partners shall collectively meet the criterion | * Copy of audited financial statements for the last [five (5)] years |
| 1. The bidder has been in continuous business during the last [5] years.   For JV/Consortium/Association, all Partners shall collectively meet the criterion | * Certification of incorporation of the bidder (valid commercial registration certificates) |
| 1. The bidder has experience successfully delivering similar medical equipment contracts during the last three (3) years and construction works contracts during the last two (2).   For JV/Consortium/Association, all Partners shall collectively meet the criterion | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |

| **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*] * For C: Technical Quotation Form |

| **Parts of the Technical Bid Evaluation: Number and description** | | **Obtainable rating** |
| --- | --- | --- |
|
| **1.** | Proposed methodology, approach and implementation plan | Pass/Fail |
| **2.** | Key personnel proposed | Pass/Fail |

| **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 bid (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.  In addition, Goods offered in the quotation are compliant compared to the requirements in **ITB\_Section\_II\_Schedule of Requirements** | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** * ITB\_Section\_II\_Schedule of Requirements |
| **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 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. | * Schedule 4.2 [*Programme*] |
| **2.3** | The bid satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the ITB (if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.10 [*Insurance Requirements*] | * 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 bid 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 Work and have demonstrated the capacity to undertake the work and are located in appropriate locations. | * Schedule 4.6 [*Subcontractors*] * Valid registration certificates for sub-contractors in the relevant category |
| **2.6** | The method statement detail how the different work elements shall be organized, controlled and delivered based on the quality management system for each site separately.  The bidder's outline statement of proposed methods demonstrates the bidder should proof/ include:  1. Identify the project requirements including the sourcing of materials locally and internationally in line with the requirements of the implementation period of the project.  2. Identify the logistical plan and requirements for material and teams within supported Hospitals located in the different locations in line with the requirements of the implementation period.  3. Propose a methodology for the installation, commissioning, and handover phases including the resources and the sequence of the work within the different sites satisfying the requirements of the implementation period, and might include the method of the installation of the main components of the systems such as CT scam machine supply, installation and testing | * Schedule 4.3 [*Method Statement*] |
| **3.1** | Bidder shall submit the Manufacturer’s Authorization using the form included in Section III: Returnable Bidding Forms to demonstrate that bidder has been duly authorized by the manufacturer or producer of the goods to supply these goods in the country of destination | FForm I -Manufacturer’s Authorization Form |
| **3.2** | Goods offered in the quotation are compliant compared to the requirements in Section II: Schedule of Requirements | FForm C: Technical Quotation Form |

| **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 as per requested under section 3.8 below.  The Key Personnel proposed should have:   * (3) Civil Engineer * (3) Electrical Engineer * (1) Health & Safety Officer   The qualification of each proposed staff should be in line with the requirement of section 3.8 | * 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

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** | N/A |  |
| **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** | N/A |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

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

| **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 | **Refer to the BoQ** |
| **1.3** | Employer’s address for communication | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | x **Email** |
| **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 or financial institutions approved by the Employer  X Bank approved by the Employer |
| **6.1** | Commencement Date | Upon contract signature |
| **6.2** | Time for Completion | **For whole of the Works:** 30 November 2024 |
| **6.5** | Delay Damages | **For Whole of the Works:**  X Amount per day:1000 USD  ☐ \_\_\_ % 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) | 6 months |
| **8.4** | Latent Defect Period | Not applicable |
| **10.2** | Advance payment amount | ☐ \_\_\_ **%** of the Contract Price  ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  X Not applicable |
| **10.2** | Permitted guarantors for advance payment | ☐ Bank or financial institutions approved by the Employer  ☐ Bank approved by the Employer  X Not applicable |
| **10.2** | Period of repayment of advance payment | ☐ \_\_\_ months  ☐ \_\_\_ IPCs  X Not applicable |
| **10.3** | Retention Money to be deducted from the IPC | 5 % of the relevant value of the Works completed |
| **10.3** | Limit of Retention Money | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  5 % of Accepted Contract Amount or Contract Price as relevant |
| **10.3** | Rate of advance payment deductions | \_\_\_ % of the relevant value of the Works completed  X Not applicable |
| **10.5** | Retention Money to be released at taking over of Works or Sections | 50 % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable |
| **10.10** | Currencies of payment | USD, unless requested by the winning contractor to pay in IQD |
| **10.10** | Proportions of currencies for payment | **Currency 1:** \_\_\_%  **Currency 2:** \_\_\_ %  X Not applicable |
| **10.10** | Rate of exchange | UN exchange rate in case of using the IQD |
| **10.11** | Annual rate of financing charges for delayed payment | NA |

## 

## 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)*

| The Project aims to support the efforts of the Ministry of Health and Environment (MoHE) in responding to the COVID-19 pandemic and enhancing the operational capacity of the MoHE through the provision of medical equipment.  In this context, UNOPS and the MoHE signed the agreement on 22 June 2023, for installing 18 CT scanners in 15 hospitals at 15 governorates in Iraq.  In consultation and partnership with the MoHE, UNOPS will implement the activities described below.  Activity 1.1. Technical Assistance to write the specifications and prepare the design  Activity 1.2. Site preparation visits  Activity 1.3. Procurement, delivery, installation of the equipment and on-site training  Activity 1.4. Execution of the works, supervision services, and management of the DNP |
| --- |

### 2.2 Site Plan

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

| Baghdad / Al Resafa | Dhari Al Fayadh Hospital |
| --- | --- |
| Baghdad / Al Karkh | Al Furat Hospital |
| Baghdad | Al-Karama Hospital |
| Baghdad / Medical City | Medical City / Baghdad Teaching Hospital |
| Diyala | Baquba Teaching Hospital |
| Salah Al Din | Tikreet Teaching Hospital |
| Al Diwaniyah | Al Hamza Hospital |
| Al Muthana | Al Hussain Teaching Hospital |
| Kirkuk | MATERNITY &PEDIATRICS HOSPITAL |
| Al Basrah | Al Basrah Specialized Hospital for Cardiovascular Disease |
| Al Basrah | Al Basrah Hospital for Gastrointestinal and liver Diseases |
| Ninawa | Al Salam Hospital |
| Babil | Imam Sadiq Hospital |
| Missan | Al Zahrawi Surgical Hospital |
| Thi Qar | Al Nasiriya Hospital - Thi Qar |
| Kerbala | Al Emam Al Hassan Hospital |
| Al Anbar | Al Shifaa Hospital |

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):**

| A Coordination plan should be prepared with the Hospitals to get access and this Coordination should be prepared with the Employer] |
| --- |

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

| Security Requirements should be required by the contractor such as identification Cards for each labour and security team at the main entrance so that during work only the company team is allowed to enter. |
| --- |

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

| NA |
| --- |

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 6.6 of the General Conditions and Sub-Clause 1.1 of the General Conditions respectively):**

| NA |
| --- |

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

| NA |
| --- |

1. **Description of disposal areas (within the Site or outside the Site in accordance with Sub-Clause 7.8 of the General Conditions):**

| NA |
| --- |

1. **Description of any Site security requirements (in accordance with Sub-Clause 4.20 of the General Conditions):**

| NA |
| --- |

1. **Any other Site details:**

| NA |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY (Not applicable)**

[On the letterhead of the institution issuing the security]

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

**Advance Payment 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”**).

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an Advance Payment Security. At the request of the Contractor, we irrevocably and unconditionally notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, undertake with you that whenever you give written notice we agree to pay you on demand immediately any sum or sums not exceeding in total an amount of[insert amount(s) in words (and figures) with the relevant currency], (hereinafter called the **“Guaranteed Sum”**) upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract with respect to the advance payment. It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the Contractor.

This Guarantee for Advance Payment (hereinafter called the **“Guarantee”**) is valid and will continue to be valid from the date of this letter and until the Guaranteed Sum has been recovered by you. The Guaranteed Sum shall reduce automatically proportionally to the part of the advance payment you have recovered according to the terms and conditions for the advance payment. This Guarantee will automatically expire upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Contractor.

Any payment by us to you 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. Additionally, our obligations do not require any previous notice to be given to the Contractor and do not require that any claim be made against the Contractor. Further, our obligations will not be discharged and will not be 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 performed 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 security may be exchanged or surrendered without in any way impairing or affecting our abilities 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.

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 the [insert name of 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]

### 5.2 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 5 per cent of the Contract Price in words (and figures) with the relevant currency USD] (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 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 [USD]] 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 THE EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

| **Refer to Technical Assessment Report and Bill of Quantity,** |
| --- |

1. **New construction:**

| N/A |
| --- |

1. **Renovation:**

| **Refer to Technical Assessment Report and Bill of Quantity,** |
| --- |

1. **Design:**

| **Refer to Technical Assessment Report and Bill of Quantity,** |
| --- |

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

| **Refer to Technical Assessment Report and Bill of Quantity,** |
| --- |

### 3.2 Specifications

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

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

| **Refer to Technical Assessment Report and Bill of Quantity,** |
| --- |

#### 

#### 3.2.B Tests after Completion

*(List of Tests after Completion required for assessment of performance)*

| All tests related to medical equipment as per related standards and regulations , and any other tests needed for MEP installations. |
| --- |

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

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

| The Vendor should submit a full set of drawings for each site that includes: 1. Master Site Plan, 2. Full set of design drawings and details for Architectural, Civil, Electrical, Medical and Mechanical |
| --- |

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

| The Vendor should submit a full set of drawings for each site that includes: 1. Master Site Plan, 2. Full set of design drawings and details for Architectural, Civil, Electrical, Medical and Mechanical |
| --- |

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

| The Vendor should submit a full set of drawings for each site that includes: 1. Master Site Plan, 2. Full set of design drawings and details for Architectural, Civil, Electrical, Medical and Mechanical |
| --- |

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:**

| Check Project Bill of quantity |
| --- |

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

| **The contractor is responsible for submitting a complete set of configuration plans including medical, civil, electric, mechanical and architectural works** |
| --- |

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

| **The contractor is responsible for submitting a Health and safety plan that complies with UNOPS Health and safety guidelines** |
| --- |

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

| **The contractor is responsible for submitting a Quality Control plan that complies with UNOPS guidelines** |
| --- |

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

| **The contractor is responsible for submitting a complete set of configuration plans including medical, civil, electric, mechanical and architectural works** |
| --- |

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

| **The contractor is responsible for submitting a complete set of configuration plans (ready for construction ) including medical, civil, electric, mechanical and architectural works , including any required calculations , details** |
| --- |

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

| **The contractor is responsible for submitting a complete set of configuration plans including medical, civil, electric, mechanical and architectural works and should have UNOPS Approval before starting the implementation Phase** |
| --- |

#### 

#### 3.2.D Quality Management System requirements

*(Description of Quality Management System requirements in accordance with Sub-Clause 4.8 of the General Conditions)*

| **-The Contractor should provide a Quality Plan specified for the project after one week of signing the contract and assign a high skilled quality team for the works and should be approved by the Employer**  **-The contractor is responsible for submitting a complete set of configuration plans including medical, civil, electric, mechanical and architectural works and should have UNOPS Approval before starting the implementation Phase**    **-A list of any equipment or materials should be submitted to the Employer for approval before starting any activity.**  **-Testing requirements for any works required from the Employer** |
| --- |

#### 

#### 3.2.E Health and Safety Requirements

*(Description of health and safety requirements in accordance with Sub-Clause 4.7 of the General Conditions)*

| **-The Contractor should provide a safety and health plan specified for the project, the contract and should provide a highly skilled safety team to supervise during the work and any accident happened should be reported directly to the Employer.**  **-The Contractor should provide Health and safety PPE for the Employer Representative and their visitors without any additional cost** |
| --- |

#### 

#### 3.2.F Social and environmental requirements

*(Description of social and environmental requirements in accordance with Sub-Clause 4.17 of the General Conditions)*

| N/A |
| --- |

#### 3.2.G Sustainability requirements

*(Description of sustainability requirements if any)*

| N/A |
| --- |

#### 

#### 3.2.H Permits and licences

*(List of permits and licences to be obtained by the Employer in accordance with Sub-Clause 1.12 of the General Conditions)*

| N/A |
| --- |

#### 3.2.I Publications on Site(s)

*(List of the publications to be retained on Site(s) in accordance with Sub-Clause 1.7 of the General Conditions)*

| N/A |
| --- |

#### 

#### 

#### 3.2.J Warranties

*(Description of the warranties required and their relevant validity period in accordance with Sub-Clause 4.23 of the General Conditions)*

| **No.** | **Description of items for which warranties**  **are required** | **Validity period** | **Remarks**  **(any other conditions)** |
| --- | --- | --- | --- |
| **1** | N/A |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.K Works not to be subcontracted

*(Description of works that are not permitted to be subcontracted)*

| N/A |
| --- |

#### 

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

*(Details of Facilities, Equipment, Materials and others provided by Employer in accordance with Sub-Clause 2.4 of the General Conditions)*

|  | **No.** | **Description of the item** | **Rate** | **Unit** |
| --- | --- | --- | --- | --- |
| **Facilities** | **1** | N/A |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Materials** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Utilities** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.M Training r[equirements](#_heading=h.1hmsyys)

*(Details of trainings to be provided by the Contractor in accordance with Sub-Clause 4.4 of the General Conditions)*

| * Local training for one week on the CT scanners (for Doctor , Operators, engineers), |
| --- |

#### 3.2.N 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 and 10.1 of the General Conditions)*

| **A complete list of Shop Drawings and as built drawings, should be set out here and are referenced by drawing number, title, date and revision number, of which the latest of each prevails and the Drawings attached and should be approved by the Employer. Also, a fire exit plan should be provided by the contractor and approved by the Employer** |
| --- |

#### 3.2.O Auxiliary Works

*(Description of Auxiliary Works in accordance with Sub-Clause 4.24 of the General Conditions)*

| **No.** | **Description of the Auxiliary Works (including nature of works and location)** | **Date the Auxiliary Works are intended to be available** | **Works it should be connected with** |
| --- | --- | --- | --- |
| **1** | **NA** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

### 

### 3.3 Drawings

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

| **Refer to the Technical Assessment Report and Bill of Quantity.** |
| --- |

### 

### 3.4 Valuation and Payment

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **1.1** | Applicable profit percentage for Cost Plus Profit | NA |
| **12.2** | Method of valuation | ☐ Lump sum only  X Measure & pay only: Payment will be partially upon: 1. Completion of the final site preparation works  2. Completion of the CT scan delivery and training  ☐ Combination of measure & pay and lump sum |
| **14.3** | Timing for application of Interim Payment Certificate | Upon completing works for each facility |
| **14.6** | Minimum amount of Interim Payment Certificate | Local currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Foreign currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  X Not applicable |
| **14.1** | Installments or schedule of payments (in the case of lump sum payments) | X Not applicable |
| **13.4** | Provisional Sum Items | X Not applicable |
| **13.7** | Adjustment for rises or falls in the cost of labour, Goods and other inputs to the Works | ☐ Applicable (if applicable, refer Particular Conditions)  X Not Applicable |
| **14.5** | Plant and Materials listed for payment when delivered to Site | X Not Applicable |
| **14.5** | Plant and Materials listed for payment when shipped to the Country | X Not Applicable |

### 

### 3.5 Programme Requirements

*(Description of the requirements associated with the Programme in accordance with Sub-Clause 8.3 of the General Conditions)*

| -**The Programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system for each site separately.**  **-As for the detailed method statement: 1. Identify the project requirements including the sourcing of materials locally and internationally satisfying the requirements of the implementation period of the project.**  **2. Identify the logistical plan and requirements for material and teams within supported Hospitals located in the different locations satisfying the requirements of the implementation period.**  **3. Propose a methodology for the installation, commissioning, and handover phases including the resources and the sequence of the work within the different sites satisfying the requirements of the implementation period, and might include the method of the installation of the main components of the systems such as CT scam machine supply, installation and testing** |
| --- |

### 3.6 Nominated Subcontractors

*(Details of Nominated Subcontractors in accordance with Sub-Clause 5.2 of the General Conditions)*

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

### 

### 3.7 Limits to Engineer’s Duties and Authority

*(Details of additional limitations other than those listed in Sub-Clause 3.1 of the General Conditions)*

| NA |
| --- |

### 3.8 Key Personnel Requirements

*(Details of Key Personnel requirements in accordance with Sub-Clause 6.9 of the General Conditions)*

| **No.** | **Position description/Title** | **Required qualification** | **Area of experience required** | **Number** | **Years of relevant experience required** |
| --- | --- | --- | --- | --- | --- |
| **1** | Electrical Engineer | Bachelor's Degree in Electrical Engineering | construction , Hospitals and medical centres | **3 electrical engineers (1 for Mid area, 1 for South and 1 for North )** | 8 |
| **2** | Civil Engineer | Bachelor's Degree in Civil Engineering | Finishing works Projects | **3 Civil Engineers (1 for Mid area, 1 for South and 1 for North )** | 5 |
| **3** | Health & Safety Officer | A bachelor's degree or associate degree | Strong communication skills in English, Proficient in all Microsoft Applications. Registration as a Health and Safety Officer. Worked on High-quality projects as a safety officer | **1 Health & Safety Officer for all areas** | 8 |

### 

### 3.9 Equipment and Machinery Requirements

*(Details of Equipment and Machinery to be provided by the Contractor in accordance with Sub-Clause 4.16 of the General Conditions)*

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

### 

### 3.10 Insurance Requirements

*(Details in accordance with Sub-Clause 19.1 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** | Full Contract Value for the Construction Works and USD 30,000 per accident for unlimited No. of accidents for the Third Party Insurance (TPI) | Contract duration | As per country law and insurance policy |
| **Public liability insurance** | 100% of the contract value and in accordance with country law and insurance policy | Contract duration | As per country law and insurance policy |
| **Workers’ compensation insurance** | 100% of the contract value and in accordance with country law and insurance policy | Contract duration | As per country law and insurance policy |
| **Insurances required by Laws and by local practice** | 100% of the contract value and in accordance with country law and insurance policy | Contract duration | As per country law and insurance policy |
| **Any other insurances** | NA | NA | NA |
| **Professional indemnity insurance**  **(if applicable)** | NA | NA | NA |

**Bidder shall submit a confirmation letter demonstrating its readiness to provide the**

**required insurance coverage for the works in the event of award**

1. For the purposes of this ITB, when the term “Contractor” is used, it refers to the bidder. The Schedules, submitted by the bidder whose bidder 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 ITB, 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)