# SECTION II: EVALUATION METHOD AND CRITERIA

Bids submitted in response to this ITB shall be evaluated on the basis of the “lowest priced, substantially compliant” methodology, which consists of the following steps:

1. **Preliminary screening of bids using formal and eligibility criteria:** This includes an assessment of whether bids comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All bids substantially compliant at this stage will go through subsequent evaluation as follows.
2. **Technical evaluation using qualification criteria:** This determines which bids are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant bids. Only bids meeting or exceeding the qualification criteria shall be considered substantially compliant.
3. **Technical evaluation using technical criteria:** This determines each bid’s technical compliance with the pre-defined technical criteria as identified in the “Technical Criteria” table below. Only bids 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 bids shall only be conducted for the bids that have been determined to be substantially compliant in the technical evaluation. Bids 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 bid among the substantially compliant bids will 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 ITB or as appropriate to the nature of the procurement process. UNOPS may reject a bidder's bid 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 bid. UNOPS may use such information to interpret and evaluate the relevant bid.

UNOPS evaluation of a bid 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*] |
| 1. A bid security is provided. (NA) | * Schedule 0.8 [*Form for Bid Security*] |

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| **2. QUALIFICATION CRITERIA** | |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance  with the criteria** |
| 1. **Financial capability**   LOT1: The bidder has an annual turnover of minimum [1,000,000 USD] during one year of the last [five (5)] years. from the date of submission (2018-2023). (UNOPS reserves the right to request further certified documents/evidence as needed).  LOT2: The bidder has an annual turnover of minimum [150,000 USD] during one year of the last [five (5)] years. from the date of submission (2018-2023). (UNOPS reserves the right to request further certified documents/evidence as needed). | * Copy of audited financial statements for the last [5)] years |
|
| 1. The bidder has been in continuous business during the last [seven (7)] years. | * Certification of incorporation of the bidder |
| 1. Lot 1- Rehabilitation works of Homs Hospital : The bidder has successfully delivered projects similar to the required scope of works ; at least two projects of (1,000,000 USD or more) each , single or multiple rehabilitation /construction works under the same project (proof of similar works should be provided by the bidder including certificate of completion)   Lot 2 - Supply and installation of PV system - Homs Hospital : The bidder has successfully delivered at least two solar PV projects on-grid/off-grid/Hybrid for construction projects with capacity not less than 80 Kwp ; (proof of similar works should be provided by the bidder including certificate of completion)   * UNOPS reserves the right to request further certified documents/evidence including the field visits as needed. * The bidder has the capacity and previous experience in retrofitting of existing columns , beams , foundation and any other structural component of the building. also should have expertise in cutting of the existing slab on grade & ground beams and extension works to the existing foundations to construct the additional shear walls (proof of similar works should be provided by the bidder including certificate of completion) | * Schedule 0.4 [Capacity and Experience] * Schedule 0.7 [Performance Statement] |
| 1. Bidder shall have a registered office in Syria. If international contractors want to participate, they must joint venture with Syrian contractor(s). | * Certification of registration |

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| --- | --- |
| **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*] |

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| --- | --- | --- |
| **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 personnel proposed | Pass/Fail |
| **4.** | Key equipment proposed | Pass/Fail |
| **5.** | Oral presentations | Pass/Fail |

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| --- | --- | --- |
| **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 | * Copy of bank letter * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Subcontractors*] |
| **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*] |

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| **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. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** |
| **2.2** | LOT 1 : The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's should proof/ include:  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 Hums city 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 site satisfying the requirements of the implementation period, and might include the method of the installation of the main components of the systems.  4. A method statement is required for the foundation's extension works. The works include cutting for the existing slab on grade & ground beams and extension works to the existing foundations to construct the additional shear walls. Thus, it is required to provide :   * Confirm that the cutting/ demolishing works in the existing structural members will not affect the structural integrity. * A method statement is required including all necessary support/ retrofitting works to guide the works to ensure no harm will occur to any of the existing structural members.   1. Submit the method statement related to the shear walls works including:  1.1. Detailed description of the activities to be conducted on site  1.2. Demolition plan  1.3. Excavation plan  1.4. Reconstruction plan  1.5. Waterproofing activities  1.6. Construction props  1.7. Backfilling  1.8. Concrete works  1.9. Steel reinforcement works  2. Provide the list of tools and equipment that will be used during these works  3. Provide references and details for minimum 3 similar conducted works  4. Develop and submit a safety plan for the works  5. Submit a detailed work plan including the activities and time schedule (Gantt Chart)  LOT 2 : The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's should proof/ include:  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 Hums city 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 site satisfying the requirements of the implementation period, and might include the method of the installation of the main components of the systems. | * Schedule 4.3 [*Method Statement*] |
| **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 affect 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 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] * A signed copy of: Environmental and Social Requirements for Contractors and UNOPS Minimum Health and Safety Requirements for Contractors. |
| **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*] |
| **2.6** | The Programme of works details how the different work elements shall be organized, controlled and delivered based on the quality management system. | * Schedule 4.3 [*Method Statement*] |

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| **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. | * Schedule 4.4 [*Key Personnel*] * Schedule 4.5 [*Organizational Structure*] |
| **3.2** | The qualifications and experience of Key Personnel proposed meet the established requirements.  Lot 1 : Rehabilitation works of Homs Hospital   * [One Project Manager] * [One Civil Engineer] * [One Structural Engineer] * [One Electrical Engineer] * [One Mechanical Engineer] * [One HSSE Officer]   Lot 2 : Supply and installation of Hybrid PV system   * [One Project Manager] * [One Structural Engineer] * [One Solar Engineer] * [One HSSE Officer] * Sharing Key Personnel is only allowed in case the bidder applied for Lot 1 and Lot2 ; otherwise , the bidder is required to propose separate personnel for each Lot as listed above. | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] |

|  |  |  |
| --- | --- | --- |
| **Part 4: Key equipment proposed** | | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **4.1** | Lot 1 : The proposed equipment meets the established requirements in Schedule 3.10 [*Equipment and Machinery Requirements*] and demonstrates the capacity of the bidder to undertake the work.   * Mobile Crane * Concrete Mixer * Concrete vibrators * Excavator, or Backhoes * Asphalt pavers * Loaders * Compaction roller * Forklifts * Total station or Theodolites * Jackhammers or Hydraulic breakers * Either owned or rental of the above equipment is accepted. | * Schedule 4.7 [*Contractor's Equipment and Machinery*] |

# 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** | NA |  |

### 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** | NA |  |

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

|  |  |  |
| --- | --- | --- |
| **Sub-Clause No.** | **Description** | **Details** |
| **1.1** | Rehabilitation of Homs Grand Hospital | 1. Lot 1 : Rehabilitation of Homs Grand Hospital (basement floor , ground floor, and first floor).  2. Lot 2 : Supply and installation of solar photovoltaic (PV) hybrid systems (controller, solar panels, inverters, monitoring systems, mounting system, etc.) |
| **1.3** | Employer’s address for communication | **Name:**  United Nations Office for Project Services- UNOPS  **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 or financial institutions approved by the Employer  ☐ Bank approved by the Employer |
| **6.1** | Commencement Date | One week after contract signature |
| **6.2** | Time for Completion | **For whole of the Works:** 7 months/210 calendar\_ days |
| **6.5** | Delay Damages | **For Whole of the Works:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ✅ 0.1 % 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 | \_\_\_ Years |
| **10.2** | Advance payment amount | ☐ \_\_\_ **%** of the Contract Price  ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ Not applicable |
| **10.2** | Permitted guarantors for advance payment | ☐ Bank or financial institutions approved by the Employer  ☐ Bank approved by the Employer |
| **10.2** | Period of repayment of advance payment | ☐ \_\_\_ months  ☐ \_\_\_ IPCs |
| **10.3** | Retention Money to be deducted from the IPC | \_\_\_ % of the relevant value of the Works completed |
| **10.3** | Limit of Retention Money | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ 5 % of Contract Price |
| **10.3** | Rate of advance payment deductions | \_\_\_ % of the relevant value of the Works completed |
| **10.5** | Retention Money to be released at taking over of Works or Sections | \_\_\_ % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable |
| **10.10** | Currencies of payment | **Currency 1:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Currency 2:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.10** | Proportions of currencies for payment | **Currency 1:** \_\_\_%  **Currency 2:** \_\_\_ % |
| **10.10** | Rate of exchange | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.11** | Annual rate of financing charges for delayed payment | \_\_\_ % |

## 

## 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)*

|  |
| --- |
| **Project title :** Strengthening the Health Care System in Homs  **Project location :** Syria - Homs Governorate  **Background :** The shortage of health infrastructure in Homs has negatively affected the availability and quality of health services and the health care system in Homs continues to face chronic challenges to respond to disease outbreaks, including COVID-19.  During the hostilities in Homs Governorate (total population is 1.5 million out of which 300,000 are IDPs), hospitals became severely damaged and were no longer able to provide services. In the current situation, out of 228 public health centers in total, 146 are functioning fully and 42 partially. As for public hospitals, out of 5 public hospitals, only 3 are partially functioning and 2 hospitals are not functioning in Homs Governorate. According to the HeRAMS report in June 2021, the number of hospitals providing surgery and trauma services per 250,000 people in Homs is 1.3, which is lower than other governorates (e.g. Idlib 3.5, Al-Sweida 2.8, Damascus 1.9, etc.). In addition, there are no hospitals in the northwest area of Homs.  Thus, the rehabilitation of one building of Homs Grand Hospital, which consists of six blocks and would serve as one of the largest public hospitals in Homs, is crucial to fill this gap and reinforce its health care capacities. |

### 2.2 Site Plan

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Facility Name** | **Type** | **District** | **Governorate** | **Coordinates** |
|
| Homs Hospital | Hospital | Homs | Homs | 34.753297380685055, 36.675881661359206 |

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 in order 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 labor, Security team at the main entrance so that during work only the contractor 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-1) 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):**

|  |
| --- |
|  |

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

|  |
| --- |
|  |

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

|  |
| --- |
|  |

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

|  |
| --- |
|  |

1. **Any other Site details:**

|  |
| --- |
|  |

## 

## SCHEDULE 5: FORMS (not applicable)

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY**

[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] (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 [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 THE EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

|  |
| --- |
| **Refer to Technical Assessment Report, design brief report , technical specifications, and BoQ** |

1. **New construction:**

|  |
| --- |
| **Refer to Technical Assessment Report, design brief report , technical specification and BoQ** |

1. **Renovation:**

|  |
| --- |
| **Refer to Technical Assessment Report, design brief report , technical specification and BoQ** |

1. **Design:**

|  |
| --- |
| **Refer to Technical Assessment Report, design brief report , technical specification and BoQ** |

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

|  |
| --- |
| **Refer to Technical Assessment Report, design brief report , technical specification and BoQ** |

### 3.2 Specifications

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

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

|  |
| --- |
| **Refer to Project Specifications** |

#### 

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

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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:**

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

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

|  |
| --- |
| **N/A , No design works should be done by the contractor.** |

#### 

#### 3.2.C Quality Management System requirements

*(Description of Quality Management System requirements in accordance with Sub-Clause 4.10 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 Specification includes a detailed description of all the work to be performed by the Contractor, including temporary work and the Employer’s technical requirements and references to drawings and other relevant materials where applicable.  -A list of materials should be submitted to the Employer for approval before starting any activity.  -Testing requirements for any works required from the Employer |

#### 

#### 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 should provide a safety and health plan specified for the project within one week of signing the contract and should provide a highly skilled safety team to supervise during the work and any accident 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.E Sustainability requirements

*(Description of sustainability requirements if any)*

|  |
| --- |
|  |

#### 

#### 3.2.F 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 2.3 of the General Conditions)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **No.** | **Description of the item** | **Rate** | **Unit** |
| **Facilities** | **1** | **Not Used** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** | **Not Used** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Materials** | **1** | **Not Used** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.G Training r[equirements](#_32hioqz)

*(Details of trainings to be provided by the Contractor in accordance with Sub-Clause 4.1 of the General Conditions)*

|  |
| --- |
| * **Training Topic 1** * **Description: Mandatory HSSE and PSEA training prior to starting the works** * **Details of Trainees: for the contractor** * **Training Duration/Dates: every two weeks** * **Trainer Requirements:** * **Training facilities: virtual and on-site** * **Training materials: UNOPS manuals ..etc** |

|  |
| --- |
| * **Training Topic 2** * **Description: O&M training** * **Details of Trainees: for the beneficiary** * **Training Duration/Dates: during testing and commissioning** * **Trainer Requirements: training will be provided by the contactor** * **Training facilities: on-site** * **Training materials: as per operation and maintenance manuals.** |

|  |
| --- |
| **Training Topic 3**   * **Description:** * **Details of Trainees:** * **Training Duration/Dates:** * **Trainer Requirements:** * **Training facilities:** * **Training materials:** |

#### 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)*

|  |
| --- |
| A complete list of Shop Drawings and as built drawings, should be provided by the contractor as per activities during implementation, and are referenced by drawing number, title, date and revision number, and should be approved by the Employer, in addition a fire exit plan should be provided by the contractor and approved by the Employer. |

### 

### 3.3 Drawings

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

|  |
| --- |
| Refer to Design Drawings |

### 

### 3.4 Valuation and Payment

|  |  |  |
| --- | --- | --- |
| **Sub-Clause No.** | **Description** | **Details** |
| **9.3** | Provisional Sums items | **1.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_\_ USD  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_\_ USD  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_\_ USD |
| **10.1** | Method of valuation | ☐ Lump sum only  ☐ Measure & pay only  ☐ Combination of measure & pay and lump sum |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | **1.** \_\_\_ % of the Contract Price  **2.** \_\_\_ % of the Contract Price  **3.** \_\_\_ % of the Contract Price |
| **10.3** | Timing for submission of Statements | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.3** | Requirements for the submission of Statements | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.3** | Payment for Plant and/or Materials delivered to Site | \_\_\_ %of substantiated value of Plant and/or Materials |
| **10.3** | Plant and Materials listed for payment when delivered to Site | **1.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | **1.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### 3.5 Programme Requirements

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

|  |
| --- |
| The Contractor should provide a fully described work program prior to signing the contract in 3 days and should be approved by the Employer.  The project is divided into 2 lots as follows :  1. Lot 1 : Rehabilitation of Homs Grand Hospital (basement floor , ground floor, and first floor); The duration is 210 calendar days for Lot1 , and the contractor is required to provide a detailed construction schedule for Lot1.  2. Lot 2 : Supply, installation and commissioning of solar photovoltaic (PV) hybrid systems (controller, solar panels, inverters, monitoring systems, mounting system, etc.) ; The duration is 60 calendar days for Lot 2 , and the contractor is required to provide a detailed construction schedule for each Lot.  -Bidders who will apply for both Lots (Lot1 and Lot2) : the duration shall not exceed 210 calendar days , the bidder shall consider both Lots in the work plan.  -The project schedule must be cost-loaded and will provide the basis for progress payments. Use the Critical Path Method (CPM) and S-Curve to be included to satisfy time and cost applications.  -As for the schedule update it should be every one week showing the project schedule BL vs Actual Start Date & Actual Finish Date for each activity in addition to the total float. |

### 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** | **There are no Nominated Subcontractors.** |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

### 3.7 Reporting Requirements

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

|  |
| --- |
| -The Contractor should provide a daily /monthly report for the progress of work. The monthly report should include pictures (before and after ) for all works.  -The Contractor should provide a weekly /monthly report for the safety measurements onsite. The monthly report should include pictures for measurements |

### 

### 3.8 Employer's Delegations

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Clause/**  **Sub-Clause No. and title** | **Delegated duties and authorities** | **Designation** | **Remark** |
|
| **1** | NA |  |  |  |
| **2** |  |  |  |  |

### 3.9 Key Personnel Requirements

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

Lot 1 : Rehabilitation works of Homs Hospital Lot-2: Supply and installation of Hybrid PV system

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Position description/Title** | **Required qualification** | **Area of experience required** | **Years of relevant experience required** |
| **1** | Project Manager | **Bachelor's Degree in Civil Engineering** | **Managed Construction projects or relevant** | **10** |
| **2** | Civil Engineer | **Bachelor's Degree in civil Engineering** | **Civil works in construction projects** | **6** |
| **3** | Structural Engineer | **Bachelor's Degree in Civil/Structure Engineering** | **Structural works including design, retrofitting , structural strengthening works** | **6** |
| **4** | Solar Engineer | **Bachelor's Degree in Electrical Engineering** | **PV Hybrid Solar Systems and electrical LV installations.** | **6** |
| **5** | Electrical Engineer | **Bachelor's Degree in Electrical Engineering** | **Power systems, electrical LV/MV installations, fire alarm systems, CCTV, data networks, PV Hybrid Solar Systems, control & automation.** | **6** |
| **6** | Mechanical Engineer | **Bachelor's Degree in Mechanical Engineering** | **HVAC systems,plumbing, water supply, firefighting, medical gases system** | **6** |
| **7** | HSSE officer | **A bachelor's degree or an associate degree or Diploma** | **Good communication skills in English, Proficient in all Microsoft Applications. Experienced in Health and Safety for construction projects** | **3** |

Lot 2 : Supply and installation of Hybrid PV system

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Position description/Title** | **Required qualification** | **Area of experience required** | **Years of relevant experience required** |
| **1** | Project Manager | **Bachelor's Degree in Electrical Engineering** | **Managed Construction projects or relevant** | **7** |
| **2** | Structural Engineer | **Bachelor's Degree in civil Engineering** | **Civil/Structural works in similar projects** | **5** |
| **3** | Solar Engineer | **Bachelor's Degree in Electrical Engineering** | **Experienced in PV hybrid systems for similar projects , and LV electrical installations** | **5** |
| **4** | HSSE officer | **A bachelor's degree or an associate degree or Diploma** | **Good communication skills in English, Proficient in all Microsoft Applications. Experienced in Health and Safety for construction projects** | **3** |

### 

* **Sharing Key Personnel is only allowed in case the bidder applied for Lot 1 and Lot2 ; otherwise , the bidder is required to propose separate personnel for each Lot as listed above.**

### 3.10 Equipment and Machinery Requirements

*(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** |  |  |  |

### 

### 

### 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** |  |  |  |
| **Public liability insurance** |  |  |  |
| **Workers’ compensation insurance** |  |  |  |
| **Insurances required by Laws and by local practice** |  |  |  |
| **Any other insurances** |  |  |  |
| **Professional indemnity insurance**  **(if applicable)** |  |  |  |

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