# 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*] |

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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**   The bidder has access to a line of credit or bank overdraft or other financial means to meet a working capital/cash flow requirement. (should the bidder be selected). | * A letter from a financial institution/bank confirming access to a line of credit or other financial means for **1 Mn USD** |
|
| 1. **Financial capability**   The bidder has a cumulative turnover of minimum USD 3 million (USD 3,000,000) in last three years. | * Copy of audited financial statements for the last **six (06)** years |
| 1. The bidder has been in continuous business during the last **eight (08)** years. | * Certification of incorporation as per the country regulations of the bidder |
| 1. The bidder has experience of successfully delivering a minimum of three (03) similar (or higher) scale of building construction work contracts during the last six (06) years prior to bid opening. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| 1. Bidder should have experience in successfully delivering minimum 1 building projects in similar (or higher) scale of this project in Maldives within last 6 years. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| 1. The contractor is obliged to obtain the ‘Project License’ from the Ministry of National Planning, Housing and Infrastructure of Maldives immediately after signing the contract before start construction. | * Declaration form the bidder in agreeing with this requirement |
| 1. Valid business registration issued by the competent authority of the country of business incorporation. | * Copy of a valid business registration certificate. |
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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 | * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Subcontractors*] |
| **1.2** | The bidder has relevant specialized knowledge and experience on similar works done in the region or country. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| **1.3** | 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** | The Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in **Section V: Requirements**. The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.3 [*Method Statement & 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 3.11 [*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*] |
| **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 and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system. | * Schedule 4.3 [*Method Statement*] |
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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. | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] |
| **3.2.1** | Project Manager | * Bachelors in Engineering (Civil) with 8 years experience in the building construction industry |
| **3.2.2** | Site Engineer | * Bachelors degree or equivalent in Civil Engineering or Construction Management or equivalent with 03 years experience in the building construction industry |
| **3.2.3** | Technical Officer | * Diploma in Civil Engineering or Construction or Quantity Surveying from a recognized institute with minimum of 03 years experience in the building construction industry |
| **3.2.4** | Logistic & Supply Officer | * Minimum of 03 years experience in the building construction industry |
|  |  |  |

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| **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** | The proposed equipment meets the established requirements in Schedule 3.9 [*Equipment and Machinery Requirements*] and demonstrates the capacity of the bidder to undertake the work. | * Schedule 4.7 [*Contractor's Equipment and Machinery*] |

|  |  |
| --- | --- |
| **Part 5: Oral presentations** | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** |
| **5.1** | **Oral presentation:**  All bidders who presented substantially compliant bids in the **evaluation part 02, Proposed methodology, approach and implementation plan** required to make an oral presentation either in person or remotely, at the discretion of UNOPS. Information from the oral presentation will also be used as part of the technical evaluation process. UNOPS reserves the right to incorporate elements from oral presentations in the final contract. The oral presentation will not encompass price bids.   * + - 1. **Oral presentation ground rules:**   The selected bidders as specified above must make an oral presentation to the UNOPS evaluation team and participate in a question and answer session. The purpose of the oral presentation and question and answer session is to validate the information provided by the bidder in their bid and to test the bidder’s understanding of the work that will be performed as per the requirements under the prospective Contract, which will be a factor in the overall technical evaluation of the bids. UNOPS may, moreover, request a demonstration of the tools and/or systems offered, as relevant. Each bidder will be allowed15 minutes to make their oral presentation.   * Oral presentations will begin approximately **within 10 calendar days** after the receipt of bids. UNOPS will determine the date and time for each bidder’s oral presentation. The UNOPS procurement official will notify bidders of the scheduled date and time, as well as the agenda for their presentation **within seven calendar days** of the receipt of bids. At its sole discretion, UNOPS reserves the right to reschedule any bidder’s presentation. Should they be invited, bidders must confirm their availability for that date. * The presentation must be made by one or more of the personnel whom the bidder will employ to manage or supervise the contract performance. A senior executive from the bidder must be present and must, at a minimum, answer questions directed to them during the question and answer session. Bidders may not use consultants to make the oral presentation. The bidder should be prepared to answer detailed technical questions from UNOPS. * During the presentation, interaction between the evaluation team and the bidder will be limited. The UNOPS procurement official will chair the meeting and ensure compliance with the ground rules. UNOPS will not inform bidders of their strengths, deficiencies or weaknesses during the presentation, and UNOPS will not engage in bargaining during the presentations. The presentation does not constitute discussions or negotiations with bidders. * UNOPS reserves the right to make video or audio recordings of oral presentations for its own internal use. These will not be released or made public, except where required by law. |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

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

## GENERAL CONDITIONS OF CONTRACT

* [Construction Contract for Major Works: General Conditions of Contract](https://content.unops.org/service-Line-Documents/Infrastructure/Construction-Contract-for-Major-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** |  |  |

# 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** |
| **1.3** | Employer’s address for communication | **Name: Charles Rochford Callanan**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title: Director, SAMCO-AR, UNOPS**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:UNOPS, No.02, Don Carolis Road, Colombo-5**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address: CharlesC@unops.org** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** + 94 112 055 485  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *With copy to:*  **Name: Velupillai Baskaran**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title: Project Manager**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address: UNOPS, No.02, Don Carolis Road, Colombo-5**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address: velupillaib@unops.org**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number: +94773044807**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | **X** **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ **If others, specify:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.14** | Description of parts of the Works that shall be designated as a Section for the purposes of the Contract | **Section 1:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Section 2:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Section 3:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.1** | Engineer | **Name: Velupillai BASKARAN**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:UNOPS, No.02, Don Carolis Road, Colombo-5**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email Address: velupillaib@unops.org**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** + 94 112 055 485\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **4.2** | Performance Security amount | \_**5**\_\_ % of the Accepted Contract Amount and to be increased when Contract Price varies by 10%. |
| **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** |
| **4.2** | Release of Performance Security at issue of Taking Over Certificate | **X**  \_**50**\_\_ % of value of the performance security.  ☐ Not applicable |
| **4.4** | Training | **X Required**  ☐ Not required |
| **6.5** | Normal working hours  Normal working days | \_8.00 am to 5.00 pm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_Sundayday to Thursdayday |
| **8.2** | Time for Completion | **For whole of the Works:** \_09\_ months/ \_00\_ days  **For Sections: N/A**  **Section 1:** \_\_\_ months/ \_\_\_ days  **Section 2:** \_\_\_ months/ \_\_\_ days  **Section 3:** \_\_\_ months/ \_\_\_ days |
| **8.7** | Delay Damages | **For whole of the Works:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_ USD  **X** \_0.10\_\_ % of the Accepted Contract Amount per day    **For Sections: N/A**  **Section 1:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ \_\_\_ % of the value of the Section per day  **Section 2:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ \_\_\_ % of the value of the Section per day |
| **8.7** | Aggregate maximum amount of Delay Damages | \_10\_\_ %of the Accepted Contract Amount |
| **11.1** | Defects Notification Periods (DNP) | \_12\_\_ months |
| **11.10** | Latent Defect Period | **N/A** |
| **13.4** | Percentage of overhead and profit for the Works under Provisional Sums | **Bidder to decide** |
| **14.2** | Advance payment amount | **X** \_**10**\_\_ **%** of the Accepted Contract Amount  ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ Not applicable |
| **14.2** | Permitted guarantors for advance payment | ☐ Bank or financial institutions approved by the Employer  **X Bank approved by the Employer** |
| **14.2** | Rate of advance payment deductions | \_**15**\_\_ % of the relevant value of the Works completed |
| **14.2** | Period of repayment of advance payment | ☐ \_9\_\_ months  **X** \_Every\_ IPCs |
| **14.3** | Retention Money to be deducted from IPC | \_5\_\_ % of amounts as indicated in Sub-Clause 14.3 (b) (iii) of the General Conditions |
| **14.3** | Limit of Retention Money | ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  **X** \_**5**\_\_ % of Accepted Contract Amount or Contract Price as relevant |
| **14.8** | Annual rate of financing charges for delayed payment | \_N/A\_\_ % |
| **14.9** | Retention Money to be released at taking over of Works or Sections | **X** \_**50**\_\_ % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable  ☐ Not applicable |
| **14.15** | Currencies of payment | Local currency: \_\_\_\_\_USD**\_**\_\_\_\_\_\_\_  Foreign currency: \_\_\_\_\_N/A\_\_\_\_\_\_\_\_\_ |
| **14.15** | Proportions of currencies for payment | Local currency: \_100\_\_ %  Foreign currency: \_N/A\_\_ % |
| **14.15** | Rate of exchange | \_\_\_\_\_N/A\_\_\_\_\_\_\_\_\_ |

## 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 Maldives was deeply affected by the COVID-19 pandemic. The country weathered the pandemic with a high vaccination rate. However, the last two years exposed gaps in health care provision with regards to handling infectious and highly transmissible diseases. Therefore the Government, working with its development partners, has started filling those gaps on a priority basis.  As a part of this programme The Government, working with the World Bank, Asian Infrastructure Investment Bank and United Nations Office for Project Services, is implementing a project for Emergency Construction of Patient Wards at Kulhudhuffushi Island in Maldives.  The Kulhudhuffushi Regional Hospital in the northern part of the country functions as the regional medical hub servicing over 75,000 people living on the island as well as in nearby atolls. It does not currently have any infectious disease wards. The nearest fully equipped hospital is located 34 nautical miles away in the capital of Male.  The project addresses a critical lack of medical facilities dealing with highly contagious and transmissible diseases. A two-storied patient ward building consisting of 14 individual patients rooms, a multifunctional meeting room and other ancillary facilities within the existing Kulhudhuffushi regional hospital of Kulhudhuffushi Island in n Maldives is a key deliverable of this project. |

### 

### 2.2 Site Plan

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

|  |
| --- |
| The project location is the Kulhudhuffushi regional hospital. The exact location of the proposed building is shown below. |

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

|  |
| --- |
| Kulhudhuffushi Regional Hospital is in operation. The successful bidder will be provided non-exclusive possession of the site with the endorsement of the hospital authority. The proposed area for the construction of the patient ward is an open space. There are underground cables (power & Data) at the proposed site. These cables need to be shifted by the successful bidder as directed by the Engineer before starting construction. |

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

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| --- |
| The direct route will be provided to access the site. There will not be any access restriction. |

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

|  |
| --- |
| Kulhudhuffushi Regional Hospital is in operation. Therefore, all the construction activities should be carried out making no/minimum disturbance to the hospital. The health & safety, social and environmental management plan approved by UNOPS should be implemented throughout the contract under the supervision of UNOPS. |

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):**

|  |
| --- |
| The proposed site has enough space for construction and for setting up the necessary temporary facilities such as site office, working space, material storage, equipment, temporary toilet facilities etc.. The contractor needs to set up the facilities such as workers accommodation, kitchen, workers resting rooms etc.. outside of the work site. |

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

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| --- |
| The Contractor should provide office space for the employer’s use at the site. This space should have electricity, drinking water, internet data connection, air conditioning, two office table, two chairs, a lockable cupboard, drawing table etc… to accommodate the Project Manager and the Site Engineer of the Employer. |

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

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| --- |
| The contractor is obliged to follow the policies and regulation of the local authority with regards to the disposal. The project Health, Safety, Social and Environmental Management plan should contain the disposal system in detail. |

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

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| --- |
| Contractor shall take due care to protect his own resources as well as public and private resources at the vicinity of the site. |

1. **Any other Site details:**

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## SCHEDULE 5: FORMS

### 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 Accepted Contract Amount 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 select one] per cent of the Contract Price upon the issue of the Taking-Over Certificate for the whole of the Works. This Guarantee will automatically expire on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Contractor.

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

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

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

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

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

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

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

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

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

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

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

|  |
| --- |
| **SIGNED** by |
| **Name:** |
| **Title:** |
| **Institution:** |
| **Date:** |
| Signature: |

|  |
| --- |
| **Name of witness (block letters):** |
| **Occupation of witness:** |
| **Address of witness:** |
| Signature of witness: |

**ADDRESS FOR NOTICES** [insert address]

### 5.3 Form of Discharge

**FORM OF DISCHARGE**

[on the Contractor’s letterhead]

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

**To:** UNOPS

[insert address of the Employer]

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

[insert Contract title]

[insert Contract Number]

[insert Project Title]

Reference is made to Sub-Clause 14.12 [*Discharge*] of the Contract.

The Contractor has submitted its Final Statement (or Partially Agreed Final Statement) under Sub-Clause 14.11 [*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 (or Partially Agreed Final Statement); and
      2. the Performance Guarantee.

The Contractor acknowledges that the Employer will make the Final Payment pursuant to Clause 14.13[*Issue of 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:**

|  |
| --- |
| Bare land and no structures to be demolished |

1. **New construction:**

|  |
| --- |
| This is a new construction  The selected contractor has to undertake the substructure and superstructure works as per the given drawings and other details within the stipulated duration. (**please refer Drawings, specifications, Bill of Quantities and Annex for more details**) |

1. **Renovation:**

|  |
| --- |
| **N/A** |

1. **Design:**

|  |
| --- |
| Please refer to the drawings and specification |

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

|  |
| --- |
| All required plant and material should be sourced by the selected contractor. |

### 

### 3.2 Specifications

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

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

|  |
| --- |
| Architectural  Structural  Electrical  ELV System  Solar System  Air conditioning  Fire detection  Fire protection  Medical Gas  Water supply System |

#### 

#### 3.2.B Tests after Completion

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

|  |
| --- |
| * Plumbing pressure tests * Waterproofing pond test * Mega testing and Connectivity testing for electricity * Air conditioning (temperature, humidity etc) * Sewerage and manholes system * Fire detection and protection system * Audio/video systems * Telephone and data network |

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

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

|  |
| --- |
| Contractor shall carry out the design of Temporary Works and a minor element of the Permanent Works for inclusion in any Section or part of the Works. (shop drawings) |

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

|  |
| --- |
| Up to the extent specified in the Contract |

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

|  |
| --- |
| N/A |

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:**

|  |
| --- |
| All necessary information given in the contacts which induces General conditions of the contract, drawings, BoQs, specifications etc.  Contractor should also adhere to all applicable environmental, labour and all other applicable laws in the country. |

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

|  |
| --- |
| Please refer to the section 5.1 Contractor’s Design Obligations of General conditions of the Contract |

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

|  |
| --- |
| Please refer to the section 5.1 Contractor’s Design Obligations of General conditions of the Contract |

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

|  |
| --- |
| Please refer to the section 5.1 Contractor’s Design Obligations of General conditions of the Contract |

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

|  |
| --- |
| Please refer to the section 5.1 Contractor’s Design Obligations of General conditions of the Contract |

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

|  |
| --- |
| Auto CAD, Microsoft Office including MS Project and any other engineering softwares as required. , |

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

|  |
| --- |
| UNOPS Engineers will review and approve all designs of temporary works and the necessary shope drawings of permanent works as required . |

#### 

#### 3.2.D Quality Management System requirements

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

|  |
| --- |
| Please refer to the section 4.1 Contractor’s General Obligations |

#### 

#### 3.2.E Health and safety requirements

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

|  |
| --- |
| Follow the Project Health Safety Management Plan HS 01 as a minimum to comply with UNOPS HSSE requirements.  The bidder is requested to provide their Health, Safety, Social and Environmental plan covering all major areas concerned in HS 01. |

#### 

#### 3.2.F Social and environmental requirements

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

|  |
| --- |
| * Contractor should adhere to the safe guarde plan for the project approved (refer [Project Health and Safety Management Plan - HS01.pdf](https://apps.unops.org/apps/esourcing/Document/Download?guid=7c99ce06-80b1-4937-8afb-32e572befdd1) in document section) * Contractor should adhere to all environmental regulations of the country. |

#### 3.2.G Sustainability requirements

*(Description of sustainability requirements if any)*

|  |
| --- |
| The bidder shall provide documentation that details their approach to ensuring equal opportunity, diversity, and inclusion within their organisation (e.g. equal pay policy, parental leave, the ratio of female to male employees, % of females in management positions, grievances disaggregated by gender, transparency of promotion criteria, sexual harassment policies). Bidders are encouraged to take the WEPs Gender Gap Analysis Tool to identify strengths, gaps, and opportunities to improve their performance on gender equality.   * Please submit a statement with details on how diversity and inclusion / anti-discrimination is ensured in the organisation |

#### 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)*

|  |
| --- |
| The contractor is obliged to obtain the ‘Project License’ from the Ministry of National Planning, Housing and Infrastructure of Maldives immediately after signing the contract before start construction. It should be done in parallel with mobilization to the site. No additional time will be provided for this task. |

#### 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)*

|  |
| --- |
| * Daily log book * Health & Safety weekly records * Material stock records * Site Weather conditions (hourly basis) * Labor and staff allocation (daily) * Plant & Equipment at site * Tool box meeting records * Emergency contact numbers * Work plan for current week * Work plan for following week * Master Plan |

#### 

#### 

#### 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** | **As requested in the BOQ, data sheet , specifications and as per the industry norms** | | |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

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

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

|  |
| --- |
| Basic Construction works such as excavation, Structural, masonry works etc.. |

#### 

#### 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** | **Will not be provided** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** | **Will not be provided** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **Materials** | **1** | **Will not be provided** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **Utilities** | **1** | **Will not be provided** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.M Training r[equirements](#_heading=h.41mghml)

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

|  |
| --- |
| * All relevant employees of the selected contractor should follow mandatory virtual (online) training courses for gender sensitization designed by UNOPS. And also they should attend the training conducted by UNOPS on HSSE, as required. * All internal staff as well as for external contractors must complete the I know Gender how to Series 3: Mainstreaming Gender Equality in Infrastructure. Web link to the training will be provided. |

#### 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)*

|  |
| --- |
| * As built drawings have to be submitted within 14 days from the substantial completion of works. * Review and approval of as built drawings will be undertaken by the project engineer( UNOPS) and the design consultant. |

#### 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** | **Please refer to the Sub-Clause 4.24 of the General Conditions** | | |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

### 

### 3.3 Drawings

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

|  |
| --- |
| Please refer the attached file for the drawings |

### 

### 3.4 Valuation and Payment

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

|  |  |  |
| --- | --- | --- |
| **Sub-Clause No.** | **Description** | **Details** |
| **1.1** | Applicable profit percentage for Cost Plus Profit | Bidder to decide |
| **12.2** | Method of valuation | ☐ Lump sum only  **X Measure & pay only**  ☐ Combination of measure & pay and lump sum |
| **14.3** | Timing for application of Interim Payment Certificate | \_\_Monthly\_\_\_\_\_\_\_\_\_ |
| **14.6** | Minimum amount of Interim Payment Certificate | Local currency: \_1 % of the agreed contract sum  Foreign currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **14.1** | Installments or schedule of payments (in the case of lump sum payments) | **1.** \_\_\_**N/A**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_ %  of Accepted Contract Amount  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: \_\_\_ %  of Accepted Contract Amount  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: \_\_\_ %  of Accepted Contract Amount |
| **13.4** | Provisional Sum Items | As given in the BoQ.  15% of Profit & Overhead will be added to the actual value (invoice value) at any event of calculating payment under the Provisional Sum |
| **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 | On the certification of UNOPS Site Engineer 75% of the invoice value of construction materials, delivered to the site, for permanent works, can be paid to the contractor. |
| **14.5** | Plant and Materials listed for payment when shipped to the Country | **1.** \_\_\_**N/A**\_\_\_\_\_\_\_\_  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### 3.5 Programme Requirements

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

|  |
| --- |
| Not later than fourteen days (14) days after the Commencement Date, the Contractor shall submit to the Employer’s Representative a fully detailed Realistic Programme for the Works in accordance with the Contract detailing how and when the Contractor proposes to carry out each stage of the Works, in accordance with Schedule 3.5 |

### 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** | **No any nominated subcontractors** |  |
| **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)*

|  |
| --- |
| Please refer 3.1 Engineer’s Duties and Authority of the General Conditions |

### 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** | **Years of relevant experience required** |
| **1** | Project Manager | Bachelors in Engineering (Civil) | building construction industry | **08 years** |
| **2** | Site Engineer | Bachelors degree or equivalent in Civil Engineering or Construction Management or equivalent | building construction industry | **03 years** |
| **3** | Technical Officer | Diploma in Civil Engineering or Construction or Quantity Surveying | building construction industry | **03 years** |
| **4** | Logistic & Supply Officer | Applicable qualifications | building construction industry | **03 years** |
|  |  |  |  |  |

### 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** | Concrete mixer (350 liters capacity) | 2 Nos |  |
| **2** | Dump truck - minimum 2 cube capacity | 1 No |  |
| **3** | Crew cab | 1 No |  |
| **4** | Poker vibrator | 3 Nos |  |
| **5** | Level instrument | 1 No |  |
| **6** | Hoist | 1 No |  |
| **7** | Water Pump- minimum 1” dia | 2 Nos |  |
| **8** | Earth compactor | 2 Nos |  |
| **9** | Electricity generator - minimum 5 KVA | 1 No |  |

### 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** | Contractor’s All Risks Insurance Policy shall cover and not limited bellow, the Full Estimated Contract Value Including Permanent and temporary work, all materials, construction plant, equipment  and machinery, existing building and structures, Risks etc. | End of defect liability  period | 1.25 times of the contract value. |
| **Public liability insurance** |  | As required by Law or by industry body or trade association from the Contract Effective Date until Final Completion of the Services. | As required by Law or by industry body or trade association |
| **Workers’ compensation insurance** |  | From the Contract Effective Date until Final Completion of the Services. | As required by Law or by industry body or trade association |
| **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-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)