

SECTION II: EVALUATION METHOD AND CRITERIA

Proposals submitted in response to this RFP shall be evaluated following the cumulative analysis methodology, which consists of the following steps:

1. **Preliminary screening of proposals using formal and eligibility criteria:** This includes an assessment of whether proposals comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All proposals substantially compliant at this stage will go through subsequent evaluation as follows.
2. **Technical evaluation using qualification criteria:** This determines which proposals are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant proposals. Only proposals meeting or exceeding the qualification criteria shall be considered substantially compliant.
3. **Technical evaluation using technical criteria:** This determines the technical points achieved by each proposal, as per maximum points assigned per criteria group included in the “Parts of the Technical Proposal Evaluation” table below. Only proposals that meet the minimum threshold indicated in the “Technical Criteria” table below shall be considered substantially compliant. Evaluation of the technical proposals shall be completed prior to the opening and comparison of the financial proposals.
4. **Financial evaluation:** Financial proposals will only be opened for the proposals that have achieved the minimum threshold for substantial compliance of technical evaluation. Proposals achieving above the minimum threshold in technical evaluation shall be checked for any arithmetic errors following Article 28 [Minor Informalities, Errors or Omissions]. Schedule 4.1 A [Breakdown of the Fees and Reimbursable cost] shall be used for the financial evaluation. Schedule 4.1.B [Daily Rate Schedule] will not be used for the financial evaluation but will inform the assessment of reasonableness of cost. The maximum number of points is stated below and will be allocated to the lowest price financial proposal. Financial proposals from other offerors will receive points in reverse proportion according to the following formula:

Points for the financial proposal being evaluated =

$$\frac{[\text{Maximum number of points for the financial proposal}] \times [\text{lowest price}]}{[\text{Price of proposal being evaluated}]}$$

[Price of proposal being evaluated]

5. **Combined analysis:** This evaluation will be conducted based on the cumulative analysis, analyzing all relevant costs, risks and benefits of each proposal which could be throughout the whole life cycle of the works for which the Services will be required and in the context of the Project as a whole. The cumulative analysis includes the scores from the technical and financial evaluation with a predefined weighting. The proposal obtaining the overall highest score after adding the score of the technical and the financial proposals, is thus the most responsive to the needs of UNOPS in terms of value for money, and will be recommended for award.
6. **Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the offeror recommended for award, to confirm that the offeror meets the criteria set forth in this RFP or as appropriate to the nature of the procurement process. UNOPS may reject an offeror’s proposal on the basis of the findings. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the offeror’s premises, equipment, tools and/or systems, Plant or Materials.

The maximum number of points which an offeror may obtain for its proposal is as follows:

- Technical proposal = 500 points
- Financial proposal = 150 points

The weighting of the technical and financial proposals will be **70%–30%** (technical proposal percentage – financial proposal percentage).

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

UNOPS evaluation of a proposal 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
<p>1. The offeror, including each member of the Joint Venture, consortium, or association and/or Sub-consultant (as applicable), is eligible as defined in Section I: Instructions to Offerors, Article 4 [<i>Offeror Eligibility</i>].</p>	<ul style="list-style-type: none"> ● Schedule 0.1 [<i>Proposal Submission Declaration</i>] ● Schedule 0.2 [<i>Offeror's Information</i>] ● Schedule 0.3 [<i>Joint Venture Partner Information</i>], all documents as required in the Schedule, in the event that the proposal is submitted by a Joint Venture. ● Schedule 0.12 [<i>Self-disclosure</i>] ● UNGM supplier ineligibility lists
<p>2. The proposal is complete, i.e., all documents and technical documentation requested in Section I: Instructions to Offerors, Article 11 [<i>Content of Proposal Submissions</i>] have been provided and are complete.</p>	<ul style="list-style-type: none"> ● All documentation as requested under Section I: Instructions to Offerors, Article 11 [<i>Content of Proposal Submissions</i>]
<p>3. The offeror accepts conditions of the Contract as specified in Section III: Conditions of Contract.</p>	<ul style="list-style-type: none"> ● Schedule 0.1 [<i>Proposal Submission Declaration</i>]

2. QUALIFICATION CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria
<p>1. Financial capability The Bidder shall provide proof of financial availability that will enable him/her to start the work without receiving an advance payment. The proof shall be in the form of a Certified financial statement of the last 3 Months from a bank amounting \$200,000 or Access to Credit Facility for a proof of financial support in the form of access to overdraft or access to credit facility from a reputable bank or other financial institutions to an amount of \$200,000. The Certified financial statement shall be accompanied with a letter from the bank with clear information of the balance in the account.. The Bidder shall also submit a certified</p>	<ul style="list-style-type: none"> ● Copy of audited financial statements for the last [Thee (3)] years ● A letter from a financial institution/bank confirming access to a line of credit or other financial means
<p>2. Financial capability The offeror has an annual turnover of minimum 1,000,000 in any one of the last Five years.</p>	<ul style="list-style-type: none"> ● Copy of audited financial statements for the last [five (5)] years
<p>3. The bidder shall be a registered organization under relevant government regulations to provide services in Somalia</p>	<ul style="list-style-type: none"> ● Certification of incorporation of the offeror/Certificate of Company registration
<p>4. The offeror has experience successfully delivering similar Services contracts during the last [three (3)] years prior to proposal opening.</p>	<ul style="list-style-type: none"> ● Schedule 0.4 [<i>Capacity and Experience</i>] ● Schedule 0.7 [<i>Performance Statement</i>]

5. The offeror has the registration under the category/grade in the body that governs and regulates the engineering, consulting and/or construction industry in the Country.

- Certification of registration

3. TECHNICAL CRITERIA

Criteria evaluated based on a cumulative analysis methodology during the technical evaluation

The maximum number of technical points is detailed in the below technical proposal evaluation parts.

To be substantially compliant, offerors must obtain a minimum threshold of **70%** of total points.

Documents to establish compliance with the criteria

In **Section VI: Returnable Schedules:**

- All schedules under Schedule 4 [*Contract Schedules from the Offeror*] except Schedule 4.1.A [*Breakdown of the Fees and Reimbursable cost*], Schedule 4.1.B [*Daily Rate Schedule*] and any other price-related documents
- Schedule 0.5 [*Format for Resume of Proposed Key Personnel*]

Parts of the Technical Proposal Evaluation: Number and description		Obtainable points
1.	Offeror’s capacity and expertise	100
2.	Proposed methodology, approach and implementation plan	200
3.	Key personnel proposed	200
Total technical proposal points		500

Part 1: Offeror's capacity and expertise			
No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points
1.1	The offeror 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 service/activity would be subcontracted.	<ul style="list-style-type: none"> • Copy of audited financial statements for the last [two (2)] years • Schedule 4.5 [<i>Organizational Structure</i>] • Schedule 4.6 [<i>Sub-consultants</i>] 	15
1.2	The offeror has relevant specialized knowledge and experience in the management of complex projects similar in nature and scope to this requirement. Three similar projects should be provided, at least One done in the region or country.	<ul style="list-style-type: none"> • Schedule 0.4 [<i>Capacity and Experience</i>] • Schedule 0.7 [<i>Performance Statement</i>] 	35
1.3	The offeror has the capacity to undertake the scope of Services in addition to its current workload.	<ul style="list-style-type: none"> • Schedule 0.4 [<i>Capacity and Experience</i>] 	25
1.4	The Proposal demonstrates experience in approach, standards and demonstrates accountability for quality assurance on design work of infrastructure. The offeror should provide relevant quality assurance documentation.		25
Total points for Part 1			100

Part 2: Proposed methodology, approach and implementation plan

No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points
2.1	The proposal (in particular, the detail of the Services) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in Section V: Requirements , which indicates the offeror's understanding of these requirements.	<ul style="list-style-type: none"> • All schedules under Schedule 4 [<i>Contract Schedules from the Offeror</i>] in Section VI: Returnable Schedules except Schedule 4.1.A [<i>Breakdown of the Fees and Reimbursable cost</i>], Schedule 4.1.B [<i>Daily Rate Schedule</i>] and any other price-related documents 	15
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 offeror's preliminary Programme and outline statement of proposed methods demonstrate the offeror's capacity to plan and programme the Services within timelines that are consistent with industry practices, the Project requirements and proposed methodology. The programme shall describe main activities in design which must be implemented. This should take the form of a bar chart program.	<ul style="list-style-type: none"> • Schedule 4.2 [<i>Programme</i>] • Schedule 4.3 [<i>Method Statement</i>] 	30
2.3	The proposal satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the offeror's insurances comply with the requirements of the RFP (if any), or by providing a confirmation letter that the offeror will effect the required insurances as specified under Schedule 3.9 [<i>Insurance Requirements</i>], if selected.	<ul style="list-style-type: none"> • Schedule 4.8 [<i>Insurance Details and Insurances</i>] • Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the offeror, if selected. 	20
2.4	The proposal satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE)	<ul style="list-style-type: none"> • Schedule 4.3 [<i>Method Statement</i>] 	20

	requirements in relation to the Services will be met.		
2.5	The offeror’s proposed sub-consultants and suppliers, if identified, are proposed to undertake appropriate activities related to the Services and have demonstrated the capacity to undertake the services and are located in appropriate locations.	<ul style="list-style-type: none"> • Schedule 4.6 [Sub-consultants] 	20
2.6	The preliminary Programme and method statement details how the different activities shall be organized, controlled and delivered based on the quality management system proposed by the offeror.	<ul style="list-style-type: none"> • Schedule 4.2 [Programme] • Schedule 4.3 [Method Statement] 	50
2.7	The Proposal describes realistic challenges/risks (minimum of 3) given the context of the Project. Suggested approaches to overcome and/or mitigate them are clear, logical.		25
2.8	The Proposal shall provide a description of the internal project management system(s) and structure(s) which will be used to guide, direct, monitor, control and report on proposed activities and costs in the most cost-effective manner. The description provided should be relevant to the context of this Project and the operating environment.		20
Total points for Part 2			200

Part 3: Key personnel proposed			
No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points
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 Services.	<ul style="list-style-type: none"> • Schedule 4.4 [<i>Key Personnel</i>] • Schedule 4.5 [<i>Organizational Structure</i>] 	20
3.2	<p>The qualifications and experience of Key Personnel proposed meet the established requirements.</p> <ul style="list-style-type: none"> • Design Manager (Min 15 Years Exp). • Senior sewer and Hydraulic Engineer (Min 15 years exp). • Civil Engineer - Structural (Min 10 years exp) • Civil Engineer - Road Engineering (Min 10 years exp). • Mechanical Engineer (Min 10 years exp). • Electrical Engineer (Min 10 years exp). • Quantity Surveyor (Min 7 years exp). • CAD Operators, GIS experts, support team • Topographic Survey & Soil Investigation experts. 	<ul style="list-style-type: none"> • Schedule 0.5 [<i>Format for Resume of Proposed Key Personnel</i>] • Schedule 4.4 [<i>Key Personnel</i>] 	180
Total points for Part 3			200

4. FINANCIAL CRITERIA

Criteria evaluated only for proposals that have achieved the minimum threshold for substantial compliance of the technical evaluation

Proposals shall be checked for any arithmetic errors following Article 28 [*Minor Informalities, Errors or Omissions*] and submitted in a separate envelope from the technical evaluation materials.

The maximum number of points is stated below and will be allocated to the lowest price financial proposal.

Financial proposals from other offerors will receive points in reverse proportion according to the following formula:

Points for the financial proposal being evaluated =

[Maximum number of points for the financial proposal] x [lowest price]

[Price of proposal being evaluated]

Documents to establish compliance with the criteria

In **Section VI: Returnable Schedules:**

- Schedule 4.1.A [*Breakdown of the Fees and Reimbursable cost*]
- Schedule 4.1.B [*Daily Rate Schedule*]
- [Insert any other price-related documents]

SECTION III: CONDITIONS OF CONTRACT

INSTRUMENT OF AGREEMENT

- [Consultant Services Contract for Works: Instrument of Agreement](#)

GENERAL CONDITIONS OF CONTRACT

- [Consultant Services Contract for Works: General Conditions of Contract](#)

PARTICULAR CONDITIONS OF CONTRACT

Part 1: Amended Clauses

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

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

Part 2: Additional Clauses

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

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

SECTION IV: SCHEDULE OF DETAILS

SCHEDULE 1: CONTRACT DETAILS

1.1 Details Provided by the Employer

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

Sub-Clause No.	Description	Details
1.1	Country	Name: <input type="text"/> <input type="text"/>
1.4.1	Agreed system of electronic transmission	<input type="checkbox"/> Email: <input type="text"/> <input type="text"/> <input type="checkbox"/> If others, specify: <input type="text"/> <input type="text"/>
1.4.1	Employer's Address for Communication	Name: <input type="text"/> <input type="text"/> Position title: <input type="text"/> <input type="text"/> Address: <input type="text"/> <input type="text"/> Email address: <input type="text"/> <input type="text"/> Telephone/Mobile number: <input type="text"/> <input type="text"/>
2.2	Employer's Representative	Name: <input type="text"/> <input type="text"/> Address: <input type="text"/> <input type="text"/>

		<p>_____</p> <p>_____</p> <p>Email address:</p> <p>_____</p> <p>_____</p> <p>Telephone/Mobile number:</p> <p>_____</p> <p>_____</p>
3.2.1	Performance Security Amount	<input type="checkbox"/> Not applicable
3.2	Permitted Guarantors for Performance Security	<input type="checkbox"/> Bank or financial institutions approved by the Employer <input type="checkbox"/> Bank approved by Employer
4.2.1	Commencement Date	___/___/___
4.2.4	Liability Period	___ Years
4.3.1	Time for Completion	___ months/___ days
4.4.5	Delay Damages	<input type="checkbox"/> Amount per day: _____ USD <input type="checkbox"/> ___ % of the Accepted Contract Amount per day
4.4.6	Aggregate maximum amount of Delay Damages	___ % of the Accepted Contract Amount
7.2.2	Annual rate of financing charges for delayed payment	___ %
7.3	Currencies of Payment	Currency 1: _____ Currency 2: _____
7.3	Proportions of Currencies	Currency 1: _____ Currency 2: _____
7.8.2	Advance Payment Amount	<input type="checkbox"/> ___ % of the Accepted Contract Amount <input type="checkbox"/> _____ USD <input type="checkbox"/> Not applicable
7.8.3	Permitted Guarantors for advance payment	<input type="checkbox"/> Bank or financial institution(s) approved by the Employer <input type="checkbox"/> Bank approved by Employer

7.8.6	Rate of advance payment deductions	<input type="checkbox"/> % of the value of Services completed <input type="checkbox"/> Not applicable
8.3.1	Limit of Liability	USD

SCHEDULE 2: PROJECT SPECIFIC INFORMATION

2.1 Project Details

(Brief description of the project including title, location, background and other relevant details along with details of the Works for which the Services is required)

2.2 Locations Plan

1. General description of location and boundaries:

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

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

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

5. Description of approved location for the Consultant's Location facilities (if any):

6. Description of arrangements at Locations that is to be provided to the Employer (if any):

7. Description of disposal areas (within the Location or outside the Location if any):**8. Description of any Location security requirements:****9. Any other relevant Location details:**

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 “**Consultant**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the “**Services**”) to be undertaken by the Consultant (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 Consultant, we irrevocably and unconditionally notwithstanding any objection which may be made by the Consultant 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 Consultant.

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 Consultant.

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 Consultant and do not require that any claim be made against the Consultant. 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 Consultant;
- amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Consultant; 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 Consultant, 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 of 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 “**Consultant**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the “**Services**”) to be undertaken by the Consultant (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 Consultant 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 Consultant 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 to 10 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 of the Services. 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 Consultant.

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 Consultant and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Consultant;
- amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organization of the Consultant; 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 Consultant, 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 of 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 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]

SECTION V: REQUIREMENTS

SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER

3.1 Scope of Services

(In accordance with Sub-Clause 3.1 of the General Conditions)

1. **The background, purpose and function of the Services:**

2. **Project Stakeholders:**

3. **Comprehensive and explicit scope of the Services:**

4. **Any pertinent details and technical information relevant to the successful execution and completion of the Services:**

- 5. The standards, codes and regulatory requirements the Consultant shall use and comply in the performance of its obligations under the Contract:**

- 6. Key responsibility and liability matrix as indicated in the General Conditions and Particular Conditions, if any:**

- 7. Health, Safety, Social and Environmental (HSSE) requirements:**

(In accordance with Sub-Clause 3.16 of the General Conditions)

- 8. Quality Management System:**

(In accordance with Sub-Clause 3.17 of the General Conditions)

9. The list of all Deliverables and/or the Consultant's Documents related to the Services:

10. Specific tools required such as software to be used to develop the Deliverables and the format of presentation of the Deliverable:

11. Information on the Review and Approval Process (UNOPS and any other as required):

12. Employer-Supplied Personnel and Services of Others, Employer’s Equipment and Employer’s Facilities:

(Details in accordance with Sub-Clause 2.6 of the General Conditions)

	No.	Description of the item	Unit	Quantity
Personnel	1			
	2			
	3			
	4			
	5			
Services of others	1			
	2			
	3			
	4			
	5			
Equipment	1			
	2			
	3			
	4			
	5			
Facilities	1			
	2			
	3			
	4			
	5			

13. Any other details as relevant:

6			
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3.4 Programme Requirements

(Description of the requirements associated with the Programme, in accordance with Sub-Clause 4.3 of the General Conditions)

3.5 Nominated Sub-consultants

(Details of Nominated Sub-consultants, in accordance with Sub-Clause 1.7.5 of the General Conditions)

No.	Description of Sub-consultant Services	Name of Nominated Sub-consultant
1		
2		
3		
4		
5		

3.6 Employer's Delegations

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

3.7 Key Personnel Requirements

(Details of Key Personnel requirements in accordance with Sub-Clause 3.6 of the General Conditions)

No.	Position description/title	Required qualification	Area of experience required	Years of relevant experience required
1				
2				
3				
4				
5				

3.8 Equipment and Machinery Requirements

(Details of equipment and machinery to be provided by the Consultant)

No.	Description of Item (equipment or machinery)	Units	Remarks
1			
2			
3			
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3.9 Insurance Requirements

(Details in accordance with Sub-Clause 9.1 of the General Conditions)

Insurances	Additional details on scope of cover	Period	Limit of Liability
Professional Indemnity Insurance		<input type="checkbox"/> As required by Law or by industry body or trade association from the Contract Effective Date until expiration of the Liability Period <input type="checkbox"/> _____ _____ _____ _____	<input type="checkbox"/> As required by Law or by industry body or trade association <input type="checkbox"/> _____ _____ _____
Public Liability Insurance		<input type="checkbox"/> As required by Law or by industry body or trade association from the Contract Effective Date until Final Completion of the Services. <input type="checkbox"/> _____ _____ _____ _____	<input type="checkbox"/> As required by Law or by industry body or trade association <input type="checkbox"/> _____ _____ _____
Workers Compensation Insurance		From the Contract Effective Date until Final Completion of the Services.	<input type="checkbox"/> As required by Law or by industry body or trade association <input type="checkbox"/> _____ _____ _____
Any other insurance as required by Law or industry body			

or trade associations			
All risk insurance			