# SECTION II: EVALUATION METHOD AND CRITERIA

Quotations submitted in response to this RFQ shall be evaluated on the basis of the “lowest priced, most technically acceptable” methodology, which consists of the following steps:

1. **Preliminary screening of quotations using formal and eligibility criteria:** This includes an assessment of whether quotations comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All quotations substantially compliant at this stage will go through subsequent evaluation as follows.
2. **Technical evaluation using qualification criteria:** This determines which quotations are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant quotations. Only quotations meeting or exceeding the qualification criteria shall be considered substantially compliant.
3. **Technical evaluation using technical criteria:** This determines each quotation’s technical compliance with the pre-defined technical criteria as identified in the “Technical Criteria” table below. Only quotations meeting or exceeding the technical criteria shall be considered substantially compliant. The technical evaluation shall be completed prior to initiating the financial evaluation.
4. **Financial evaluation:** Financial evaluation of the quotations shall only be conducted for the quotations that have been determined to be substantially compliant in the technical evaluation. Quotations qualifying for a financial evaluation shall be checked for any arithmetic errors following Article 28 [*Minor Informalities, Errors or Omissions*]. Schedule 4.1.A [*Bill of Quantities*] shall be used for the financial evaluation. Schedule 4.1.B [*Daywork Schedule*] will not be used for the financial evaluation but will inform the assessment of reasonableness of cost. The lowest priced quotation among the substantially compliant quotations will be selected for award. The technical advantages offered by a higher priced quotation may in certain cases justify selection of a quotation other than the lowest priced. Further, where none of the quotations fully meet the requirement specification, the most technically acceptable quotation can be selected for award.
5. **Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the bidder recommended for award, to confirm that the bidder meets the criteria set forth in this RFQ or as appropriate to the nature of the procurement process. UNOPS may reject a bidder's quotation on the basis of the findings. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the bidder's premises, equipment, Plant or Materials.

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

UNOPS evaluation of a quotation shall take into account the evaluation criteria described in the following tables.

| 1. **FORMAL AND ELIGIBILITY CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the preliminary screening** | **Documents to establish compliance with the criteria** |
| 1. The bidder, including each member of the Joint Venture, consortium, or association and/or Subcontractor (as applicable), is eligible as defined in **Section I: Instructions to Bidders**, Article 4 [*Bidder Eligibility*]. | * Schedule 0.1 [*Quotation Submission Declaration*] * Schedule 0.2 [*Bidder's Information*] * Schedule 0.3 [*Joint Venture Partner Information*], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. * Schedule 0.12 [*Self-disclosure*] * UNGM supplier ineligibility lists |
| 1. The quotation is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] |
| 1. The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Quotation Submission Declaration*] |
| 1. Bidder has participated in the mandatory site inspection. | * Site inspection attendance sheet |

| **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 shall have sufficient liquidity for the implementation of the sub-project of not less than USD **100,000 USD**. | Sufficient liquidity can be demonstrated by one of the following documents as follows; “value of all outstanding works/3”  (i) Certified Bank Balance. The bank statement must be not older than 60 days from the bid closing deadline.  (ii) Credit facility from a Commercial Bank.The bank letter confirming the availability of line of credit must be specific for this RFQ or issue within the tender posting date, or a letter from a financial institution/bank confirming access to a line of credit or other financial means |
| 1. **Previous experience:**   The bidder has been in business during the last three (5) years prior to quotation opening. | * Certification of incorporation of the bidder |
| 1. **Previous similar experience**   The bidder has experience successfully delivering similar two (2) construction works contracts during the last [two (2) years prior to quotation opening. | * Returnable Schedule 0.4 [*Capacity and Experience*] * Returnable Schedule 0.7 [*Performance Statement*]   Bidder to submit documentary evidence to demonstrate successful completion of the project. The document may include work award order, completion certificate and copy of contract.  Please note UNOPS reserve the right to conduct additional due diligence |
| 1. **Company registration:**   The bidder has the registration from the institution that governs and regulates the construction industry in Afghanistanand possesses a valid license to operate in Afghanistan. | * Certification of registration |
|  |  |

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

| **Parts of the Technical Quotation Evaluation: Number and description** | | **Obtainable rating** |
| --- | --- | --- |
|
| **1.** | Bidder’s capacity and expertise | Pass/Fail |
| **2.** | Proposed methodology, approach and implementation plan | Pass/Fail |
| **3.** | Key personnel proposed | Pass/Fail |

| **Part 1: Bidder's capacity and expertise** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **1.1** | The bidder has the general organizational capability that can support effective implementation: management structure, financial stability and project financing capacity, project management controls, and the extent to which any work would be subcontracted. | * Copy of audited financial statements for the last [two (2)] years * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Subcontractors*] |
| **1.2** | The bidder has the capacity to undertake the scope of Works in addition to its current workload. Bidder shall not have more than one ongoing contract. | * Schedule 0.4 [*Capacity and Experience*] |

| **Part 2: Proposed methodology, approach and implementation plan** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **2.1** | The quotation (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in **Section V: Requirements**, which indicates the bidder's understanding of these requirements. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** |
| **2.2** | The preliminary 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 4.2 [*Programme*] * Schedule 4.3 [*Method Statement*] |
| **2.3** | The bidder’s proposed timelines meet the minimum project completion requirement of 1 month. | * Schedule 4.2 [*Programme*] * Schedule 4.3 [*Method Statement*] |
| **2.4** | The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the RFQ(if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.11 [*Insurance Requirements*], if selected. | * Schedule 4.9 [*Insurance Details and Insurances*] * Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the bidder, if selected. |
| **2.5** | The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Works will be consistently met. | * Schedule 4.3 [*Method Statement*] |
| **2.6** | The bidder shall have a waste management plan or strategy in place including reduction of waste, segregation of waste, temporary storage modalities, transport, and final disposal in accordance with the waste hierarchy and all relevant legislative requirements. | * Contract of waste management services engaged, a formal plan for waste management which outlines how waste will be minimised, sorted, stored, and disposed of. |
| **2.7** | 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*] |
| **2.8** | The preliminary Programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system proposed by the bidder. | * Schedule 4.2 [*Programme*] * Schedule 4.3 [*Method Statement*] |

| **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.   1. **Project Manager**: Degree in Project management and 5 years of working experience in managing similar projects. 2. **Civil Engineer:**  Degree in civil engineering, 5 years of experience in construction projects . 3. **Quality Control Engineer:** OSHA certificate and 5 years of experience in managing the construction projects. | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

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

## GENERAL CONDITIONS OF CONTRACT

* [Construction Contract for Small Works: General Conditions of Contract](https://content.unops.org/service-Line-Documents/Infrastructure/Construction-Contract-for-Small-Works-General-Conditions-of-Contract_EN_2024.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** |  |  |
| **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** | Sub-contracting | Subcontracting shall not be allowed. Supply of materials and rent of equipment and machinery for the implementation of works shall not be considered as sub-contracting. |
| **2** | Duties and taxes | UNOPS as a UN subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All offers shall be submitted net of any direct taxes and customs duties for the imported items. Indirect taxes, such as BRT, Income Tax payable by the Contractor's staff, personnel, consultants and subcontractors, if any, shall be incorporated in their all-inclusive rates and prices. |
|  |  |  |

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **1.1** | Description of parts of the Works that shall be designated a Section for the purposes of the Contract | Partitioning works for the UNOPS WERP Project Office inside K-Span, UNOCA compound- Afghanistan. |
| **1.3** | Employer’s address for communication | **Name:**  Simona Sandor  **Position title:**  Head of Support Services  **Address:**  Afghanistan Country Office (AFCO)  **Email address:**  mihaelas@unops.org  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | ⛝ **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ **If others, specify:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.1** | Employer’s Representative | **Name:**  Tshomo  **Position title:**  Facility Manager  **Address:**  UNOCA Compound, Kabul, Afghanistan  **Email address:**  tshomot@unops.org  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **4.2** | Performance Security amount | 5 % of the Contract Price |
| **4.2** | Currency of the Performance Security | USD |
| **4.2** | Permitted guarantors for Performance Security | ☐ Bank or financial institutions approved by the Employer  ⛝ Bank approved by the Employer  List of accepted Banks:   * Islamic Bank of Afghanistan * Afghanistan International Bank * Azizi Bank * Maiwand Bank * Bank-e-Millie Afghan * First MicroFinance Bank-Afghanistan * Ghazanfar bank * Afghan United Bank |
| **6.1** | Commencement Date | Three days after contract signature |
| **6.2** | Time for Completion | **For whole of the Works:** 1 month/ 0 days |
| **6.5** | Delay Damages | **For Whole of the Works:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ⛝ 0.1% of the Contract Price per day |
| **6.5** | Aggregate maximum amount of Delay Damages | 10 % of the Contract Price |
| **8.1** | Defects Notification Period (DNP) | 12 months |
| **8.4** | Latent Defect Period | N/A |
| **10.2** | Advance payment amount | ☐ \_\_\_ **%** of the Contract Price  ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  ⛝ Not applicable |
| **10.2** | Permitted guarantors for advance payment | N/A |
| **10.2** | Period of repayment of advance payment | N/A |
| **10.3** | Retention Money to be deducted from the Interim Payment Certificate (IPC) | 10 % of the relevant value of the Works completed |
| **10.3** | Limit of Retention Money | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ⛝ 10 % of Contract Price |
| **10.3** | Rate of advance payment deductions | N/A |
| **10.5** | Retention Money to be released at taking over of Works or Sections | 5 % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable |
| **10.10** | Currencies of payment | USD |
| **10.10** | Proportions of currencies for payment | 100% USD |
| **10.10** | Rate of exchange | N/A |
| **10.11** | Annual rate of financing charges for delayed payment | 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)*

| **Project Title:** Partitioning of WERP Office inside the K-Span  Location : UNOPS, UNOCA, Kabul  Scope of work:   * Site Preparation:   + Clearing and cleaning of the site. * Construction:   + Relocating the containers   + Provision of the profile frames for the walls and flooring.   + Provision of C-Channels for the Sandwich panels.   + Installation of Sandwich panels.   + Installation of PVC doors and windows   + Plywood flooring   + Extension of female washrooms.   + Electrical lighting and plumbing installations.   + Installation of split air conditioners.   + Extension of server room and ICT related works   + External tile works * Interior Design:   + Interior decor and finishing touches to ensure a professional and comfortable work environment. |
| --- |

### 2.2 Site Plan

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

| The site is located inside the UNOCA compound in the UNOPS footprint. |
| --- |

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

| The Site is located in the UNOPS footprint in the UNOCA compound. |
| --- |

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

| Since it is located inside the UN Compound, the access to the compound should be approved before 24 Hrs and the timing will be from 0900 Hrs to 1600 Hrs. Depending on the requirement, working during the weekends will be requested and approved. |
| --- |

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

| The Site is located within the office spaces in 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 1.1 of the General Conditions):**

| The designated area for the storage of construction materials will be allocated. |
| --- |

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

| NA. |
| --- |

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

| The construction wastes must be managed by the contractor as detailed in the Technical Specification. |
| --- |

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

| The UNOPS watchmen will be assigned to the site and manage the site. |
| --- |

1. **Any other Site details:**

| NA. |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY**

NOT USED.

### 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 to 10 per cent of the Contract Price in words (and figures) with the relevant currency] (hereinafter called the **“Guaranteed Sum”**).

This Performance Security (hereinafter called the **“Guarantee”**) is valid and will continue to be valid and enforceable from the date of this letter for the Guaranteed Sum until the issue of the Final Completion Certificate. The Guaranteed Sum may reduce to [insert amount equivalent to 2.5 to 5] per cent of the Contract Price upon the issue of the Taking-Over Certificate for the whole of the Works. This Guarantee will automatically expire on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Contractor.

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

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

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

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

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

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

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

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

This Guarantee is governed by the Uniform Rules for Demand Guarantees (2010 Revision), International Chamber of Commerce Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out 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]

### 5.3 Form of Discharge

**FORM OF DISCHARGE**

[on the Contractor’s letterhead]

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

**To:** UNOPS

[insert address of the Employer]

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

[insert Contract title]

[insert Contract Number]

[insert Project Title]

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

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

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

This Discharge shall become effective after the Contractor has received:

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

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

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

Yours sincerely,

**Contractor’s Representative**

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

# SECTION V: REQUIREMENTS

## SCHEDULE 3: REQUIREMENTS OF EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

| * Demolition of Existing Main Gate * Demolition of Existing Partition Wall and door: * Dismantling of Electrical Fixtures, Lamps, and Wiring System: * Demolition of Existing Toilets- some parts |
| --- |

1. **New construction:**

| * Provision of RCC Support for Columns * Installation of the frames and partition works * Installation of ceiling and flooring works * Provision of doors and windows * Electrical, ICT and Plumbing and Mechanical works |
| --- |

1. **Renovation:**

| NA. |
| --- |

1. **Design:**

| NA. |
| --- |

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

| NA. |
| --- |

### 3.2 Specifications

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

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

| Please refer the attached Technical Specification |
| --- |

#### 

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

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

| NA. |
| --- |

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

| NA. |
| --- |

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

| NA. |
| --- |

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:**

| NA. |
| --- |

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

| NA. |
| --- |

1. **Health, safety, social and environmental (HSSE) requirements related to the Contractor’s design (if any):**

| NA. |
| --- |

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

| NA. |
| --- |

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

| NA. |
| --- |

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

| NA. |
| --- |

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

| NA. |
| --- |

#### 

#### 3.2.C Quality Management System requirements

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

| As detailed in the Technical Specification |
| --- |

#### 

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

*(Description of health, safety, social and environment requirements in accordance with Sub-Clause 4.9 of the General Conditions. At a minimum, these requirements must include the UNOPS* [*minimum health and safety requirements*](https://drive.google.com/file/d/1q4aez4ODig8Zj8g08Rj9lfuW8GK2vimz/view?usp=drive_link) *and the* [*minimum social and environmental requirements*](https://drive.google.com/file/d/1062noSn_UzJGqiarXYhaOYTjtzqa1OJC/view?usp=drive_link) *for Contractors.)*

| As detailed in Design Brief and Technical Specification. |
| --- |

#### 

#### 3.2.E Sustainability requirements

*(Description of sustainability requirements if any)*

| The bidder shall have a waste management plan or strategy in place including reduction of waste, segregation of waste, temporary storage modalities, transport, and final disposal in accordance with the waste hierarchy and all relevant legislative requirements. |
| --- |

#### 

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

*(Details of facilities, equipment, materials and other resources provided by Employer in accordance with Sub-Clause 2.3 of the General Conditions)*

|  | **No.** | **Description of the Item** | **Unit** |
| --- | --- | --- | --- |
| **Facilities** | **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **Equipment** | **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |
| **Materials** | **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

#### 

#### 3.2.G Training r[equirements](#_heading=h.32hioqz)

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

| NA. |
| --- |

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

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

| NA. |
| --- |

### 

### 3.3 Drawings

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

| Refer to the attached drawings. |
| --- |

### 

### 3.4 Valuation and Payment

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **9.3** | Provisional Sums items | \_\_\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_\_ USD |
| **10.1** | Method of valuation | ☐ Lump sum only  ⛝ Measure and pay only  ☐ Combination of measure and pay and lump sum |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | **The payment terms are as follows:**  The payment could be processed on a monthly basis based on the actual work progress in each month. The monthly invoice shall be less or equal to the performed works in the relevant month. |
| **10.3** | Timing for submission of Statements | Monthly |
| **10.3** | Requirements for the submission of Statements | * Original copies of the Invoices; * Statement of Account; and * Supplementary documents as requested in the Preliminary Implementation Schedule and Terms of Payment” |
| **10.3** | Payment for Plant and/or Materials delivered to Site | Not Applicable |
| **10.3** | Plant and Materials listed for payment when delivered to Site | Not Applicable |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | Not Applicable |

### 

### 3.5 Programme Requirements

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

| The overall project completion period shall not exceed one month. A faster completion option is preferred.  The bidder shall provide a detailed method statement outlining the activities to be undertaken and the resources to be utilized to meet the project completion period.  The bidder shall also provide a detailed Gantt chart illustrating the timeline (in days/weeks) for completing the project. The activities shall be allocated realistically, with the necessary resources and tools.  For more details refer to the technical specifications attached. |
| --- |

### 3.6 Nominated Subcontractors

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

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

### 3.7 Reporting Requirements

*(List of Reporting requirements in accordance with Sub-Clause 4.1 of the general conditions)*

| * Daily report of the site works progress * Weekly report of the site work commencement * Monthly progress report * Completion report of the works after the execution of the overall works |
| --- |

### 

### 3.8 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** |  |  |  |  |

### 

### 3.9 Key Personnel Requirements

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

| **No.** | **Position description/Title** | **Required qualification** | **Area of experience required** | **Years of relevant experience required** |
| --- | --- | --- | --- | --- |
| **1** | Project Manager | Bachelor degree in project management | Project management | 5 years of working experience in managing similar projects. |
| **2** | Civil Engineer | Bachelor degree in civil engineering | Construction | 5 years of experience in construction projects . |
| **3** | Quality control Engineer | OSHA Certificate | Constriction | 5 years of experience in managing construction projects. |
| **4** |  |  |  |  |

### 3.10 Equipment and Machinery Requirements

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

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

### 

### 3.11 Insurance Requirements

*(Details in accordance with Sub-Clause 15.1 of the General Conditions)*

Please select one of the following three options;.

**Option 1:** We hereby confirm that we possess the required insurances as set out in Schedule 3.5 and clause16 of General Conditions of the Contract and the details are provided below (Bidders are advised that UNOPS may request copies of the insurance policies and any endorsements during the review of offers, including amounts of any deductibles and all exclusions):

**Option 2:** We hereby inform you that we do not possess the required insurance policies at the time of submission of this bid. We hereby confirm that in case a contract is awarded to us for the execution of the subject works, the required insurances as set out in Schedule 3.5 of the Contract and Clause16 of the General Conditions of the Contract shall be procured and maintained by us, as necessary.

**Option 3:** We hereby inform you that we do not possess the required insurance policies at the time of submission of this bid. We hereby inform you that in case a contract is awarded to us for the execution of the subject works, we shall declare ourselves as self-insured and shall abide by the minimum requirements, as stated in Schedule 3.5 of the Contract and Clause16 of the General Conditions of the Contract.

| **Insurances** | **Additional details on scope of cover** | **Validity period** | **Limit of liability** |
| --- | --- | --- | --- |
| **Construction all risk insurance for Works, Plants and Materials** |  |  |  |
| **Public liability insurance** |  |  |  |
| **Workers’ compensation insurance** |  |  |  |
| **Insurances required by Laws and by local practice** |  |  |  |
| **Any other insurances** |  |  |  |
| **Professional indemnity insurance**  **(if applicable)** |  |  |  |

**Benefit Schedule**

***(for reference purposes - Cash for Work / Labor Intensive Public Work Projects)***

Provision of Occupational Health and Safety Insurance cover for Cash for Work (Labor Intensive Public Work) / Community Projects

Benefits payable in the event of accidents or injury incurred exclusively during the performance of labor intensive public works as part of the [name of the project] and **within the start and end date of the project**.

**Schedule of Benefits**

| 1 | Death | Death occurring within twelve (12) calendar months of the date of the accident, within the project period | 1,000 USD |
| --- | --- | --- | --- |
| 2 | Permanent Total Disablement | Total permanent disablement resulting within twenty-four (24) calendar months of the date of the accident, within the project period | 1,500 USD |
| 3 | Permanent Disablement | Permanent disablement resulting within twenty-four (24) calendar months of the date of the accident, within the project period | A percentage of item 2 as stated in the Permanent Disablement Scale |
| 4 | Medical Expenses | Medical expenses incurred directly as a result of an accident | Up to a maximum of 800 USD |

**Definitions**

| Accident | A sudden, unexpected, unusual, specific event which occurs during  the Operative Time at an identifiable time and place and is confirmed by an Incident Report |
| --- | --- |
| Incident Report | A report from an authorized representative of the [name of the project] and HSSE) confirming details of the injured person and the facts related to the accident or injury occurred during the performance of duties in the context of [name of the project] |
| Injury | Injury which is caused by accidental means solely and independently  of any other cause |
| Hospital | Any establishment which is registered or licensed as a medical or  surgical hospital in the country in which it is located |
| [name of the project] | Labor intensive public works performed in the context of [name of the project] |
| Medical Expenses | All reasonable costs necessarily incurred for Hospital, nursing home,  ambulance, surgical or other diagnostic or remedial treatment given or  prescribed by a Qualified Medical Practitioner. |
| Operative Time | Duration of [name of the project] defined by a start and end date of the project - date / month / year - date / month / year |
| Permanent Disablement | Disablement which has lasted for at least twelve (12) calendar months  and which in the opinion of a Qualified Medical Practitioner is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life. |
| Permanent Total Disablement | Disablement which has lasted for at least twelve (12) calendar months  and which in the opinion of a Qualified Medical Practitioner is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to any business or occupation for which they are reasonably suited by training, education or experience. |
| Qualified Medical Practitioner | A doctor or specialist who is registered or licensed to practice  medicine under the laws of the country in which they practice. |
| [Initials of the project] | Full name of the project |

**PERMANENT DISABLEMENT SCALE**

The benefits payable hereunder in the event of permanent disablement following an accident are payable in the following proportions of the amount shown under item 2 of the Schedule of Benefits:

1. Loss by severance of two limbs 100%

2. Loss by severance of both hands or all fingers and thumbs of both hands 100%

3. Loss of sight of both eyes 100%

4. Paralysis of all limbs 100%

5. Incurable insanity totally preventing any occupation 100%

Loss by severance of:-

6. One arm at shoulder 60%

7. One arm between shoulder and elbow 50%

8. One arm at elbow 47.50%

9. One arm between elbow and wrist 45%

10. One hand at wrist 42.50%

11. Four fingers and one thumb of one hand 42.50%

12. Four fingers of one hand 35%

13. Phalanges of one thumb 20%

14. One phalanx of one thumb 10%

15. Three phalanges of one index finger 10%

16. Two phalanges of one index finger 8%

17. One phalanx of one index finger 4%

18. Three phalanges of one middle finger 6%

19. Two phalanges of one middle finger 4%

20. One phalanx of one middle finger 2%

21. Three phalanges of one ring finger 5%

22. Two phalanges of one ring finger 4%

23. One phalanx of one ring finger 2%

24. Three phalanges of one little finger 4%

25. Two phalanges of one little finger 3%

26. One phalanx of one little finger 2%

27. First or second metacarpal 3% each

28. Third, fourth or fifth metacarpal 2% each

29. One leg at hip 50%

30. One leg between hip and knee 50%

31. One leg below the knee 40%

32. All toes of one foot 15%

33. Both phalanges of one great toe 5%

34. One phalanx of one great toe 2%

35. Toe other than great - if more than one toe lost 1% each

Loss of:-

36. One eye by removal 30%

37. All sight in one eye 25%

38. All sight in one eye other than perception of light 25%

39. All the lens of one eye 20%

40. All hearing in both ears 40%

41. All hearing in one ear 7%

Permanent disabilities not mentioned above shall be compensated in accordance with their

seriousness as compared with that of those mentioned.

Total and permanent loss of use of all or any member below any particular point shall be deemed to be loss by physical severance of such member at such point for all the purposes of this insurance.

Compensation for

1. any or all of the phalanges of the fingers and thumb of one hand in the aggregate shall not

exceed the compensation for the loss of four fingers and thumb of one hand.

2. any or all of the phalanges of the fingers of one hand in the aggregate shall not exceed the

Compensation for the loss of four fingers of one hand.

1. For the purposes of this RFQ, when the term “Contractor” is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is accepted after evaluation and who is awarded the Contract, will be included in the Contract. [↑](#footnote-ref-0)
2. For the purposes of this RFQ, when the term “Contractor” is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is selected after evaluation and who is awarded the Contract, will be included in the Contract. [↑](#footnote-ref-1)