



# CONSULTANT SERVICES CONTRACT FOR WORKS SOLICITATION DOCUMENT

Version 1.0 | 2022

## Request for quotation (RFQ)

**RFQ reference No.** RFQ-MOZ-2023-036

**Date of issuance** 13 March 2023

**Title of procurement**

Lot 1: Engineering Service for Technical Assessment of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.

Lot 2 Engineering Service for Technical Assessment of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.

Lot 3 Engineering Service for Technical Assessment of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.

# REQUEST FOR QUOTATION LETTER

**Subject: Request for quotation for the provision of Engineering Service for Technical Assessment a of Public Water Infrastructure systems in Cabo Delgado, districts of Palma, Quissanga, Mocimboa da Praia, Macomia and Muidumbe – RFQ ref. No.: Req-MOZ-2023-036**

Dear Sir/Madam,

UNOPS is pleased to invite prospective bidders to submit a quotation for Services in accordance with the UNOPS Consultant Services Contract for Works (General and Particular Conditions), and the requirements and processes as set out in this request for quotation (RFQ).

The RFQ consists of the following:

- **Request for Quotation Letter**
- **Particulars**
- **Section I: Instructions to Bidders**
- **Section II: Evaluation Method and Criteria**
- **Section III: Conditions of Contract**
  - Consultant Services Contract for Works: Instrument of Agreement
  - Consultant Services Contract for Works: General Conditions of Contract
  - Consultant Services Contract for Works: Particular Conditions of Contract
- **Section IV: Schedule of Details**
  - Schedule 1 [Contract Details]**
    - Schedule 1.1 [Details Provided by the Employer]
  - Schedule 2 [Project Specific Information]**
    - Schedule 2.1 [Project Details]
    - Schedule 2.2 [Locations Plan]
  - Schedule 5 [Forms]**
    - Schedule 5.1 [Form for Advance Payment Security] ( NOT USED)
    - Schedule 5.2 [Form for Performance Security]
- **Section V: Requirements**
  - Schedule 3 [Requirements of the Employer]**
    - Schedule 3.1 [Scope of Services]
    - Schedule 3.2 [Consultant's Delegation]
    - Schedule 3.3 [Valuation and Payment]
    - Schedule 3.4 [Programme Requirements]
    - Schedule 3.5 [Nominated Sub-consultants]
    - Schedule 3.6 [Employer's Delegations]
    - Schedule 3.7 [Key Personnel Requirements]
    - Schedule 3.8 [Equipment and Machinery Requirements]
    - Schedule 3.9 [Insurance Requirements]
- **Section VI: Returnable Schedules**
  - Schedule 0 [RFQ Schedules]**
    - Schedule 0.1 [Quotation Submission Declaration]
    - Schedule 0.2 [Bidder's Information]
    - Schedule 0.3 [Joint Venture Partner Information]
    - Schedule 0.4 [Capacity and Experience]
    - Schedule 0.5 [Format for Resume of Proposed Key Personnel]
    - Schedule 0.6 [Statement of Exclusivity and Availability]
    - Schedule 0.7 [Performance Statement]
    - Schedule 0.8 [Form for Bid Security] ( NOT USED)
    - Schedule 0.9 [DRiVE Supplier Sustainability Questionnaire]
    - Schedule 0.10 [Dispute Details]

Schedule 0.11 [*Acknowledgement of the Addenda*]  
Schedule 0.12 [*Quotation/No Quotation Confirmation*]  
Schedule 0.13 [*Quotation Checklist*]

**Schedule 1** [*Contract Details*]

Schedule 1.2 [*Details Provided by the Consultant*]

**Schedule 4** [*Contract Schedules from the Bidder*]

Schedule 4.1 [*Fees and Reimbursable Cost*]

Schedule 4.1.A [*Breakdown of the Fees and Reimbursable cost*]

Schedule 4.1.B [*Daily Rate Schedule*]

Schedule 4.2 [*Programme*]

Schedule 4.3 [*Method Statement*]

Schedule 4.4 [*Key Personnel*]

Schedule 4.5 [*Organizational Structure*]

Schedule 4.6 [*Sub-consultants*]

Schedule 4.7 [*Consultant's Equipment and Machinery*]

Schedule 4.8 [*Insurance Details and Insurances*]

If you are interested in submitting a quotation in response to this RFQ, please prepare your quotation in accordance with the requirements and procedure as set out in this RFQ and submit it to UNOPS by the deadline for quotation submission set out in the **Particulars**.

Please acknowledge the receipt of this RFQ by returning Schedule 0.12 [Quotation I/No Quotation Confirmation] (see Section VI: Returnable Schedules) far in advance of the quotation opening date as possible, to the email address: [RameshT@unops.org](mailto:RameshT@unops.org) , indicating whether or not you intend to submit a quotation. If you are declining to submit a quotation, please state the reasons on the form in order for UNOPS to improve its effectiveness in future requests.

We look forward to receiving your quotation.

**Approved by:** Procurement Authority

**Name:** John Gilbert Amboga



**Title:** Project Support Officer

**Date:** 13 March 2023

# PARTICULARS

The following specific data shall complement, supplement or amend the provisions in **Section I: Instructions to Bidders**. In case there is a conflict, the provisions herein shall prevail over those in **Section I: Instructions to Bidders**.

Relevant Article in Section I: Instructions to Bidders	Particulars
<b>Scope of Quotation</b> (Article 1)	<p>The Services include <b>Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma, Quissanga, Mocimboa da Praia, Macomia and Muidumbe</b> as further described in <b>Section III: Conditions of Contract, Section IV: Schedule of Details, Section V: Requirements and Section VI: Returnable Schedules</b> of this RFQ.</p> <p>The title, summary and number the lots is as follows :</p> <p>Lot 1: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.</p> <p>Lot 2: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.</p> <p>Lot 3: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.</p>
<b>Contact for correspondence, notifications and requests for clarifications</b> (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this RFQ shall be sent to:</p> <p><b>Name:</b> Ramesh Singh  <b>Address:</b> Pemba, Mozambique  <b>Email address:</b> <a href="mailto:RameshT@unops.org">RameshT@unops.org</a>  <b>Telephone/mobile number:</b> +258 8 5894 8049</p> <p><b>ATTENTION: Quotations shall not be submitted to the above address but to the address for quotation submission as set out below (see Article 23 [Quotation Submission]).</b></p>

<b>Interpretation of the RFQ</b> (Article 2)	This RFQ is conducted in accordance with the applicable provisions of the UNOPS Procurement Manual (the latest version can be accessed on the <a href="#">UNOPS website</a> ), and other relevant Operational Directives and Operational Instructions that are referred to in the UNOPS Procurement Manual. In case of contradictions between this RFQ and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.
<b>Bidder Eligibility</b> (Article 4)	X No nationalities are excluded from submitting a quotation.
<b>Clarification of the RFQ</b> (Article 8)  and  <b>Amendments to the RFQ</b> (Article 3)	Requests for clarification from bidders will not be accepted any later than: 5:00 PM, 7 March 2023, Mozambique time  X Responses to requests for clarification and/or amendments will be sent to bidders that received the RFQ directly from UNOPS.
<b>Clarification or Pre-bid Meeting</b> (Article 9)	<input type="checkbox"/> A clarification or pre-bid meeting will be held as follows:  <b>Date:</b> 16 March 2023 <b>Time:</b> 11:00 AM to 12:00PM <b>Location:</b> Online <a href="https://meet.google.com/wzy-dcmf-vpc?authuser=0&amp;pli=1">https://meet.google.com/wzy-dcmf-vpc?authuser=0&amp;pli=1</a> <b>Email address to confirm participation and provide details of the bidder's representatives:</b> <a href="mailto:RameshT@unops.org">RameshT@unops.org</a>  Participation in the clarification meeting is not mandatory but is strongly encouraged to avoid the risk of non-compliant quotations.
<b>Location Inspection</b> (Article 10)	X Bidders may carry out their own Location inspection with the prior written approval of UNOPS.

<p><b>Content of Quotation Submissions</b> (Article 11)</p>	<p>Bidders shall include the following completed documents in their quotation. The list below is relevant for bidders to document their compliance to the evaluation criteria and matches the list in the <b>Request for Quotation Letter</b>.</p> <p><b>Schedule 0 [RFQ Schedules]</b></p> <ul style="list-style-type: none"> <li>• Schedule 0.1 [Quotation Submission Declaration]</li> <li>• Schedule 0.2 [Bidder's Information]</li> <li>• Schedule 0.3 [Joint Venture Partner Information]</li> <li>• Schedule 0.4 [Capacity and Experience]</li> <li>• Schedule 0.5 [Format for Resume of Proposed Key Personnel]</li> <li>• Schedule 0.6 [Statement of Exclusivity and Availability]</li> <li>• Schedule 0.7 [Performance Statement]</li> <li>• Schedule 0.8 [Form for Bid Security] ( NOT USED)</li> <li>• Schedule 0.9 [DRiVE Supplier Sustainability Questionnaire]</li> <li>• Schedule 0.10 [Dispute Details]</li> <li>• Schedule 0.11 [Acknowledgement of the Addenda]</li> <li>• Schedule 0.12 [Quotation/No Quotation Confirmation]</li> <li>• Schedule 0.13 [Quotation Checklist]</li> </ul> <p><b>Schedule 1 [Contract Details]</b></p> <ul style="list-style-type: none"> <li>• Schedule 1.2 [Details Provided by the Consultant]</li> </ul> <p><b>Schedule 4 [Contract Schedules from the Bidder]</b></p> <ul style="list-style-type: none"> <li>• Schedule 4.1 [Fees and Reimbursable Cost] <ul style="list-style-type: none"> <li>◆ Schedule 4.1.A [Breakdown of the Fees and Reimbursable cost]</li> <li>◆ Schedule 4.1.B [Daily Rate Schedule]</li> </ul> </li> <li>• Schedule 4.2 [Programme]</li> <li>• Schedule 4.3 [Method Statement]</li> <li>• Schedule 4.4 [Key Personnel]</li> <li>• Schedule 4.5 [Organizational Structure]</li> <li>• Schedule 4.6 [Sub-consultants]</li> <li>• Schedule 4.7 [Consultant's Equipment and Machinery]</li> <li>• Schedule 4.8 [Insurance Details and Insurances]</li> </ul>
<p><b>Exclusivity and Availability Statement</b> (Article 12)</p>	<p>X Exclusivity and availability statements are not required.</p>
<p><b>Quotation Validity Period</b> (Article 14)</p>	<p>From the deadline for quotation submission, the quotation shall remain valid for acceptance by UNOPS for:</p> <p>X Sixty (60) days</p>
<p>Partial Quotations (Article 15)</p>	<p>X Bidders shall be allowed to quote prices for one or more lots identified in <b>Section V: Requirements</b>. However, for each lot included in the partial quotation, bidders must submit a quotation for one hundred (100) percent of the Services specified for the lot and one hundred (100) percent of the quantities specified for each item of the lot. Evaluation will be done per lot.</p>
<p><b>Alternative Quotations</b> (Article 16)</p>	<p>X Alternative quotations are not accepted.</p>

<b>Bid Security</b> (Article 17)	X Bid security is not required.
<b>Quotation Currency(ies)</b> (Article 18)	Prices shall be quoted in: Currency(ies): Mozambique metical
<b>Duties and Taxes</b> (Article 19)	All quotations shall be submitted net of any direct taxes, including:  X Indirect taxes, such as sales taxes or VAT
<b>Language of Quotations</b> (Article 21)	All quotations, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this process shall be in:  X English
<b>Deadline for Quotation Submission</b> (Article 22)	All quotations must be submitted by: <b>Time:</b> 5:00 PM <b>Time zone or city/country:</b> Maputo, Mozambique <b>Date:</b> 23 March 2023
<b>Quotation Submission</b> (Article 23)	Quotations must be submitted as follows:  By email to secure email address: <a href="mailto:afr.kemc.mozprocurement@unops.org">afr.kemc.mozprocurement@unops.org</a> CC: <a href="mailto:RameshT@unops.org">RameshT@unops.org</a> , as detailed below by the deadline for quotation submission.  The email subject line shall read “ <b>RFQ ref. No. - Req-MOZ-2023- 036 - Technical and Financial Quotation - [bidder's name]</b> ”. Any email sent, including all attached documents, shall not exceed 8 megabytes. If the content for the quotation exceeds 8 megabytes, then several separate emails should be sent, with a clear suffix (e.g., “1 of 3”, “2 of 3” and “3 of 3”), so that each email is no more than 8 megabytes. In order to facilitate the UNOPS evaluation process, documents attached should be named and numbered according to the section/Schedule name and number of this RFQ and – where possible – PDF documents should be provided in a format which allows text searches within the document.  <b>ATTENTION: Please do not send the emails with your quotation to any other email address different from the secure quotation email address.</b>
<b>Type of Contract to be awarded</b> (Article 33)	UNOPS will sign the following Contract with the awarded bidder(s): <ul style="list-style-type: none"> <li>● Consultant Services Contract for Works: Instrument of Agreement</li> <li>● Consultant Services Contract for Works: General Conditions of Contract</li> <li>● Consultant Services Contract for Work: Particular Conditions of Contract</li> <li>● Consultant Services Contract for Work: Schedules</li> </ul>
<b>Signing of Contract</b> (Article 33)	UNOPS plans to award the Contract by:  <b>Date:</b> 3 April 2023 , The contract award date is only anticipated and not binding,

# SECTION I: INSTRUCTIONS TO BIDDERS

## Article 1 SCOPE OF QUOTATION

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Bidders are invited to submit a quotation for the Services in accordance with the requirements specified in **Section V: Requirements** and **Section III: Conditions of Contract**, as well as the process set out in this RFQ. A summary of the scope of the quotation is included in the **Particulars**.

All correspondence and notification in relation to this RFQ shall be sent to the contact person and address specified in the **Particulars**. Please note that the address for the quotation submission might be different.

## Article 2 INTERPRETATION OF THE RFQ

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This RFQ is an invitation to treat and shall not be construed as a quotation capable of being accepted or as creating any contractual, other legal or restitutionary rights.

This RFQ is conducted in accordance with the applicable provisions of the UNOPS Procurement Manual (the latest version can be accessed on the [UNOPS website](#)) and other relevant Operational Directives and Operational Instructions that are referred to in the Procurement Manual. In case of contradictions between this RFQ and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.

No binding contract, including a process contract or other understanding or arrangement, will exist between the bidder and UNOPS, and nothing in or in connection with this RFQ shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful bidder.

## Article 3 AMENDMENTS TO THE RFQ

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Prior to the deadline for quotation submission, UNOPS may, at its discretion, modify the quotation documents by way of a written addendum. All written addenda to the quotation documents shall form part of the RFQ.

In the event that UNOPS modifies the RFQ, UNOPS will notify in writing all bidders that have received the RFQ directly from UNOPS if the RFQ was not available online, and/or, if the RFQ was available online or if stated in the **Particulars**, responses will be posted online.

In order to give the bidders reasonable time to take such modification to the RFQ into account, UNOPS may extend the deadline for quotation submission, as may be appropriate under the circumstances.

## Article 4 BIDDER ELIGIBILITY

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Bidders may be a private, public or government-owned legal entity or any association, including a Joint Venture or consortium with legal capacity to enter into a binding contract with UNOPS.

A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in the **Particulars**. A bidder shall be deemed to have the nationality of a specific country if the bidder is

a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

A bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if:

- (i) A bidder (including its personnel) has a close business or family relationship with UNOPS personnel or with personnel of the UNOPS's partner who engaged UNOPS and who:
  - Are directly or indirectly involved in the preparation of the quotation documents or the scope of the Services, and/or the quotation evaluation process of such Contract; or
  - Would be involved in the implementation or supervision of such Contract;
- (ii) A bidder is associated, or has been associated in the past, directly or indirectly, with an entity or any of its Affiliates that have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, scope of the Services, and other documents to be used for the procurement of the Services required in the present procurement process;
- (iii) A bidder has an interest in other bidders for the same procurement activity, including when they have common ownership and/or management. Bidders shall not submit more than one quotation, except for alternative quotations, if permitted. This will result in the disqualification of all quotations in which the bidder is involved. This includes situations where an entity is the bidder in one quotation and a sub-consultant in another; however, this does not limit the inclusion of an entity as a sub-consultant in more than one quotation. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis; or
- (iv) A bidder does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document.

Bidders must disclose any actual or potential conflict of interest in Schedule 0.1 [*Quotation Submission Declaration*] and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the bidder being sanctioned further to the [UNOPS policy on vendor sanctions](#).

A bidder shall not be eligible to submit a quotation if and when at the time of quotation submission, the bidder:

- (i) Is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other agencies, funds or programmes of the UN system;
- (ii) Is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- (iii) Is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#);

- (iv) Is included in any other ineligibility list from a UNOPS partner, and if so, listed in the **Particulars**;
- (v) Is currently suspended from doing business with UNOPS and removed from its vendor database(s), for reasons other than engaging in Proscribed Practices as defined in the UNOPS Procurement Manual;
- (vi) Has not attended a mandatory Location inspection or mandatory clarification meeting, if applicable; or
- (vii) Does not comply with any additional requirements as may be set out in the **Particulars**.

All bidders are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#). UNOPS also requests that all bidders observe the highest standards of ethics during the entire bid process, as well as during any contract that may be awarded as a result of this bid process, as further defined in Article 37 [*Ethics and Corrupt Practices*].

If a bidder does not have all the expertise required for the provision of the Services described in the RFQ, the bidder may submit a quotation in association with other entities, particularly with an entity in the country where the Services are to be provided. In the case of a Joint Venture, consortium or association:

- (i) All parties of such Joint Venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their quotation and the Contract that may be awarded to them as a result of this RFQ;
- (ii) The quotation shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Schedule 0.3 [*Joint Venture Partner Information*] must be included with the quotation. Such entity shall have the authority to make decisions binding upon the Joint Venture, consortium or association during the bid process and, in the event that a Contract is awarded, during the duration of the Contract; and
- (iii) The composition or the constitution of the Joint Venture, consortium or association shall not be altered without the prior consent of UNOPS.

## Article 5 ERRORS OR OMISSIONS

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Bidders shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFQ, with full details of these.

Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

## Article 6 BIDDERS' RESPONSIBILITY TO INFORM THEMSELVES AND ACKNOWLEDGEMENT

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Bidders shall be responsible to inform themselves when preparing their quotation. In this regard, bidders shall ensure that they:

- (i) Examine and fully inform themselves in relation to all aspects of the RFQ, including the Contract and all other documents included or referred to in this RFQ;

- (ii) Review the RFQ to ensure that they have a complete copy of all documents;
- (iii) Obtain and examine all other information relevant to the Project and the scope of the Services available on reasonable enquiry;
- (iv) Verify all relevant representations, statements and information, including those contained or referred to in the RFQ or made orally during any clarification meeting, Location inspection or discussion with UNOPS, its employees or agents;
- (v) Attend any clarification meeting or Location inspection if it is mandatory under this RFQ;
- (vi) Fully inform and satisfy themselves as to requirements of any relevant Authorities and laws that apply, or may in the future apply, to the provision of the Services; and
- (vii) Form their own assessment of the nature and extent of work required in **Section V: Requirements** to provide the Services and properly account for all work in their quotation.

Bidders acknowledge and agree that the RFQ does not purport to contain all relevant information in relation to the Services and is provided solely on the basis that bidders shall be responsible for making their own assessment of the matters referred to in the RFQ, including **Section III: Conditions of Contract**.

Bidders acknowledge and agree that UNOPS, its directors, personnel and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFQ or any other information provided to the bidders.

#### **Article 7 UNOPS CONSULTANT SERVICES CONTRACT FOR WORKS**

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Bidders shall be willing to sign **Section III: Conditions of Contract**, without departure, qualification, amendment, limitation or exclusion, should they be selected as a result of this bid process.

#### **Article 8 CLARIFICATION OF THE RFQ**

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Bidders may request clarification of the RFQ by submitting a written request to the contact stated in the **Particulars** up to the time stated therein and thereafter requests for clarification will not be accepted.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated to all bidders that received the RFQ directly from UNOPS if the RFQ was not available online.

#### **Article 9 CLARIFICATION OR PRE-BID MEETING**

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Unless otherwise instructed in writing by UNOPS, a clarification or pre-quotation meeting will only be held if stated in the **Particulars**, at the time and place and in accordance with instructions set out in the **Particulars**.

If it is stated in the **Particulars** that a clarification meeting shall be mandatory, a bidder that does not attend the clarification meeting shall become ineligible to submit a quotation under this RFQ.

Information on the bidder's representatives who will attend the clarification meeting shall be submitted in writing by the bidders to the UNOPS contact person listed in the **Particulars**. The information should include the full name and position of each representative. It should be sent at least one (1) working day before the clarification meeting is to be held.

The clarification meeting shall be conducted for the purpose of clarifying the most relevant points from the solicitation documents. Bidders shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS will not issue any formal answers to questions from bidders regarding the RFQ or the bid process during the clarification meeting. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFQ*].

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all bidders that received the RFQ documents directly from UNOPS if the RFQ was not available online, and/or, if the RFQ was available online, or if as stated in the **Particulars**, the minutes will be posted online without disclosing the names of the bidders who attended the clarification meeting, shortly after the clarification meeting.

## Article 10 LOCATION INSPECTION

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Unless otherwise instructed in writing by UNOPS, a Location inspection will only be held if stated in the **Particulars**, at the time and place and in accordance with any instructions set out therein.

If it is stated in the **Particulars** that a Location inspection shall be mandatory, a bidder that does not attend the Location inspection shall become ineligible to submit a quotation under this RFQ.

Bidders participating in a Location inspection shall be responsible for:

- (i) Arranging for and wearing personal protective equipment, including at a minimum safety helmets, boots and reflective vests; and
- (ii) Obtaining any visas that may be required for the bidders to participate in a Location inspection.

Prior to attending a Location inspection, bidders shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;
- (ii) personal injury, disease or illness to, or death of, any person;
- (iii) financial loss or expense, arising out of the carrying out of that Location inspection; and
- (iv) transportation by UNOPS to the Location (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from bidders regarding the RFQ or the bid process during a Location inspection. All questions shall be submitted in accordance with Article 8 [*Clarification of the RFQ*].

A Location inspection will be conducted for the purpose of providing background information only. Bidders shall not rely upon any information, statement or representation made at a Location inspection unless it is confirmed by UNOPS in writing.

## Article 11 CONTENT OF QUOTATION SUBMISSIONS

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Quotations shall include only a fully completed and dated set of returnable Schedules, including only the information required by each returnable Schedule, either completed on the returnable Schedule document or annexed to the document, as the case may be. Each of the returnable Schedules shall be signed in accordance with Article 20 [*Format and Signing of Quotations*] by a person authorized by the bidder in order to make it binding. The returnable Schedules are attached in **Section VI: Returnable Schedules**.

Submitted quotations shall only include information required to be submitted in accordance with the RFQ.

## Article 12 EXCLUSIVITY AND AVAILABILITY STATEMENT

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If so required in the **Particulars**, each Key Personnel listed in Schedule 4.4 [*Key Personnel*] must sign a Statement of Exclusivity and Availability as set out in Schedule 0.6 [*Statement of Exclusivity and Availability*]. The purpose of the Statement of Exclusivity and Availability is as follows:

- (i) The Key Personnel listed in the quotation must not be part of any other quotation associated with this bid process. They must therefore engage themselves exclusively with the bidder.
- (ii) Each Key Personnel must also undertake to be available, able and willing to work for the entire period foreseen for their input during the implementation of the Contract as indicated in **Section V: Requirements** and the bidder's quotation.

The selection of a quotation is partly based on the evaluation of the Key Personnel presented in the quotation, and UNOPS therefore expects the Contract to be executed by these specific personnel. As the expected mobilization date is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for quotation submission in cases of unexpected delays to the commencement date beyond the control of the bidder, or exceptionally, incapacity of a Key Personnel due to ill health, Force Majeure or other circumstances that may justify a replacement and would not have any effect on the quotation selection. A bidder's desire to use a Key Personnel on another project or a change of mind on the part of a Key Personnel shall not be accepted as a valid reason to substitute a Key Personnel.

## Article 13 REMUNERATION FOR AND COSTS OF QUOTATIONS

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Bidders shall not be entitled to any remuneration or compensation for the preparation and submission of their quotation.

Bidders acknowledge that their participation in any stage of the bid process for this RFQ is at the bidders' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by bidders in the preparation and submission of

quotations or participation in the bid process, including any clarification meeting or Location inspection.

UNOPS is not liable to bidders for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFQ or bidders' participation in the bid process, including where:

- (i) Clarifications and addenda are provided or not provided to bidders;
- (ii) A bidder is not selected or not engaged to carry out the Services;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the bid process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the RFQ in whole or in part; or
- (v) UNOPS exercises any rights under the RFQ.

#### Article 14 QUOTATION VALIDITY PERIOD

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Quotations shall remain valid for acceptance by UNOPS for the entire period set out in the **Particulars**. A quotation valid for a shorter period of time shall not be further considered.

Prior to expiration of the quotation validity period, UNOPS may request in writing that the bidders extend the validity of their quotations with the same conditions. Bidders who decline to extend the validity period shall have their quotations disqualified.

#### Article 15 PARTIAL QUOTATIONS

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Bidders must submit a quotation for the Services for the total requirements identified under **Section V: Requirements**, unless otherwise stated in the **Particulars**. Quotations for only part of the requirements may be rejected unless otherwise permitted in the **Particulars**.

If indicated in the **Particulars** that quotations are being invited for individual contracts (lots), bidders must submit a quotation for one hundred (100) per cent of the items specified for each lot and one hundred (100) per cent of the quantities specified for each item of a lot, unless otherwise indicated in the **Particulars**. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in **Section II: Evaluation Method and Criteria**.

#### Article 16 ALTERNATIVE QUOTATIONS

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Bidders shall not submit more than one quotation per bidder in this bid process, with the exception of alternative quotations if so provided for in the **Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative quotation.

If the **Particulars** states that alternative quotations shall not be accepted, then these will not be evaluated. If a bidder submits more than one quotation:

- (i) All quotations marked as "Alternative Quotation" will be disqualified and only the quotation marked as "Initial Quotation" will be evaluated; or

- (ii) All quotations will be rejected if no indication is provided as to which quotation is the original quotation and which is/are the alternative quotation(s).

## Article 17 BID SECURITY

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The bidder shall furnish a bid security as part of its quotation, if required in the **Particulars**.

The bid security shall be in the amount and form specified in the **Particulars** and shall be:

- (i) In the same currency as stipulated in Article 18 [*Quotation Currency(ies)*]; and
- (ii) Valid for thirty (30) days beyond the quotation validity period prescribed by UNOPS, pursuant to Article 14 [*Quotation Validity Period*].

A quotation that does not include a bid security in the amount and form described above may be rejected by UNOPS.

Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible, but no later than thirty (30) days after the expiration of the quotation validity period prescribed by UNOPS pursuant to Article 14 [*Quotation Validity Period*].

The successful bidder(s)' bid securities will be discharged/returned to them upon the bidder executing the Contract, pursuant to Article 33 [*Signing of Contract*].

The bid security may be forfeited:

- (i) If a bidder withdraws its quotation during the quotation validity period specified by the bidder in Schedule 0.1 [*Quotation Submission Declaration*];
- (ii) If the successful bidder fails to sign the Contract in accordance with Article 33 [*Signing of Contract*];
- (iii) If the successful bidder fails to provide a Performance Security required by the Contract, if any is required; or
- (iv) If the successful bidder does not accept the correction of errors, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

## Article 18 QUOTATION CURRENCY(IES)

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Prices in the quotation shall be quoted in the currency(ies) stated in the **Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the quotation prices into USD at the official United Nations rate of exchange in force at the time of the deadline for quotation submission.

UNOPS reserves the right not to reject quotations submitted in a currency other than the currency(ies) stated in the **Particulars**. UNOPS may accept quotations submitted in another currency than the currency stated in the **Particulars** if the bidder confirms in writing during clarification that it will accept a contract issued in the mandatory quotation currency and that, for conversion, the official United Nations operational rate of exchange of the day of the deadline for quotation submission as stated in the **Particulars** shall apply. Regardless of the currency in which the quotation is received, the Contract will be issued, and subsequent payments will be made in the mandatory currency cited in the **Particulars**.

Rates in quotations shall be fixed. Quotations with adjustable rates shall be disqualified, unless specifically allowed for in this tender or Contract.

## Article 19 DUTIES AND TAXES

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Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including UNOPS as a 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 quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in the **Particulars**.

## Article 20 FORMAT AND SIGNING OF QUOTATIONS

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The quotation shall be typed and shall be signed in indelible ink by the bidder or a person or persons duly authorized to bind the bidder to the Contract.

A quotation shall contain no interlineations, erasures or overwriting. If a bidder has made errors that need to be corrected, handwritten corrections to the quotation may be made before the submission and/or the deadline for quotation submission. In this case, such corrections shall be initialled by the person or persons who signed the quotation.

## Article 21 LANGUAGE OF QUOTATIONS

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All quotations, information, documents and correspondence exchanged between UNOPS and the bidders in relation to this bid process shall be in the language set out in the **Particulars**.

Supporting documents may be submitted in their original language. If such language is different from that set out in the **Particulars**, the supporting documents shall be submitted with a translation of the relevant excerpts. In any such case, for interpretation of the quotation, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the bidder.

## Article 22 DEADLINE FOR QUOTATION SUBMISSION

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All quotations shall be received by UNOPS no later than the time and date set out in the **Particulars**. It shall be the sole responsibility of the bidders to ensure that their quotation is received by the deadline for quotation submission. Quotations submitted after the deadline for quotation submission shall be rejected.

UNOPS may, at its discretion, extend the deadline for quotation submission by amending the solicitation documents in accordance with Article 3 [*Amendments to the RFQ*]. In this case, all rights and obligations of UNOPS and bidders subject to the previous deadline will thereafter be subject to the new extended deadline.

## Article 23 QUOTATION SUBMISSION

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All quotations shall be submitted to UNOPS in accordance with the requirements set out in this RFQ.

Quotations that are not submitted in accordance with the provisions set out in this RFQ shall be rejected.

## Article 24 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF QUOTATIONS

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Prior to the deadline for quotation submission, a bidder may withdraw, substitute or modify its quotation after it has been submitted by sending a written notice to UNOPS. After the deadline for quotation submission, however, the quotations shall remain valid and open for acceptance by UNOPS for the entire quotation validity period.

Quotations for which withdrawal has been requested prior to the deadline for quotation submission shall be made available for collection by the bidder that submitted it within fifteen (15) days of its withdrawal. Otherwise, UNOPS shall have the right to discard such a quotation unopened without further notice to the bidder. UNOPS shall not be responsible for the costs of returning the quotation to the bidder.

## Article 25 OPENING OF QUOTATIONS

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Not applicable

## Article 26 CLARIFICATION OF QUOTATIONS

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UNOPS may request clarification or further information in writing from the bidders at any time during the evaluation process. In their responses, the bidders shall not make any changes regarding the substance or price of the quotation, they may only confirm the correction of arithmetic errors discovered by UNOPS in the evaluation of the quotations, in accordance with Article 28 [*Minor Informalities, Errors or Omissions*].

UNOPS may use such information to interpret and evaluate the relevant quotation, but is under no obligation to take it into account.

## Article 27 COMPLIANCE OF QUOTATIONS

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UNOPS determination on whether a quotation is compliant will be based on the contents of the quotation itself.

A substantially compliant quotation is one that meets or exceeds the requirements under **Section V: Requirements**, and the evaluation criteria defined in **Section II: Evaluation Method and Criteria**, without material deviation, reservation or omission. A material deviation, reservation or omission is one that:

- (i) Affects in any substantial way the scope, quality or performance of the Services specified in **Section V: Requirements**;
- (ii) Is inconsistent with the quotation documents or limits in any substantial way, UNOPS rights or the bidder's obligations under the Contract; or
- (iii) If rectified, would unfairly affect the competitive position of other bidders presenting technically acceptable quotations.

If none of the quotations are substantially compliant, the most technically acceptable quotation can be considered for award.

## Article 28 MINOR INFORMALITIES, ERRORS OR OMISSIONS

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Provided that a quotation is technically acceptable, UNOPS may waive minor informalities, errors or omissions in the quotation that do not constitute a material deviation. This will only be the case if they are a matter of form rather than of substance that can be corrected or waived without being prejudicial to other bidders.

Provided that a quotation is technically acceptable, UNOPS may request the bidder to submit necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the quotation.

Provided that the quotation is technically acceptable, UNOPS shall correct arithmetic errors on the following basis:

- (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the bidder that is recommended for award as per the award criteria does not accept the correction of errors, its quotation shall be rejected and its quotation security may be forfeited.

## Article 29 PRELIMINARY EXAMINATION

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Upon opening the quotations, UNOPS shall proceed to a preliminary examination of the quotations to confirm that all documents and technical documentation requested in Article 11 [*Content of Quotation Submissions*] have been provided, and to determine the completeness of each document. During the preliminary examination, UNOPS may reject any quotation that does not comply with the formal and eligibility requirements set out in **Section II: Evaluation Method and Criteria**, without further consultation with the bidder.

Quotations that are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

## Article 30 EVALUATION METHOD AND CRITERIA

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UNOPS shall evaluate quotations and select a preferred bidder pursuant to **Section II: Evaluation Method and Criteria** of this RFQ.

### Article 31 AWARD CRITERIA

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In the event of a Contract award, UNOPS shall award the Contract to a bidder who has been determined eligible and qualified and whose quotation is lowest priced, most technically acceptable, as specified in **Section II: Evaluation Method and Criteria**. UNOPS reserves the right to conduct negotiations with the bidder recommended for award on the content of their quotation.

### Article 32 NOTIFICATION OF AWARD

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Prior to the expiration of the quotation validity period, UNOPS will notify the successful bidder in writing by email or post, that its quotation has been accepted. Please note that the bidder, if not already a registered vendor, will be required to complete a vendor registration process on the UNGM prior to the signature and finalization of the Contract.

### Article 33 SIGNING OF CONTRACT

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At the same time as UNOPS notifies a successful bidder that its quotation has been accepted, UNOPS will invite the bidder, provided the bidder is successfully registered on the UNGM, to sign the final version of the Contract provided in the quotation documents, incorporating all agreements between the Parties.

### Article 34 PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES

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UNOPS shall publish on its [open data website](#) and/or the [UNGM website](#) information on the purchase order(s) or Contract(s) awarded as a result of this RFQ.

UNOPS may debrief unsuccessful bidders upon receipt of a written request. The request for a debrief must be received within ten (10) calendar days of the notification by UNOPS of the tender results to unsuccessful bidders and is a prerequisite for a bidder to file a bid protest. UNOPS shall promptly respond in writing to any unsuccessful bidder that requests a debriefing.

### Article 35 OTHER UNOPS RIGHTS

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Subject to preliminary examination of the quotation, UNOPS shall have no obligation to accept any quotation, including the quotation with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) Require additional information from bidders;
- (ii) Change the structure and timing of the RFQ;
- (iii) Alter, terminate, suspend or defer the bid process or any part of or activity in it;
- (iv) Consider, accept or reject any quotation that is non-conforming;
- (v) Request, attend or conduct any Location inspection or clarification meeting;
- (vi) Request, attend or observe any product, plant, equipment, bidder's premises or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;

- (vii) Abandon, cancel or otherwise not proceed with the bid process at any time prior to the signature of a contract, without any liability toward the bidders and without providing any reason or notice to bidders.

## Article 36 CONFIDENTIALITY

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All information and documents provided to the bidders by UNOPS shall be treated as confidential by the bidders and shall:

- (i) Remain the property of UNOPS;
- (ii) Not be used for any purpose other than the purpose of preparing a quotation; and
- (iii) Be immediately returned to UNOPS in the event the bidder declines to respond to this RFQ, or in the event of a rejected or an unsuccessful quotation, within fifteen (15) days of being notified by UNOPS that its quotation was rejected or unsuccessful.

All information and documents provided to the bidders by UNOPS shall not be disclosed to any third party, except:

- (i) With the prior written consent of UNOPS;
- (ii) Where the third party is assisting a bidder in preparing the quotation, provided the bidder has previously ensured that party's adherence to this duty of confidentiality;
- (iii) If the information or documents is/are at the time of this RFQ lawfully in the possession of the bidder through a party other than UNOPS;
- (iv) If required by law, and provided that the bidder has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) If the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

## Article 37 ETHICS AND CORRUPT PRACTICES

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UNOPS requires that all bidders observe the highest standard of ethics during the entire bid process, as well as throughout the duration of any Contract that may be awarded as a result of this bid process. Therefore, all bidders shall represent and warrant that they:

- (i) Have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the bid process and any Contract that may be awarded as a result of this bid process;
- (ii) Have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other bidders or parties involved in this bid process or in the Project underlying this bid process;
- (iii) Have not engaged, or attempted to engage, in any Proscribed Practices in connection with this bid process or the Contract that may be awarded as a result of this bid process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS policy on vendor sanctions](#), and include:

- Corrupt practice: the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- Fraudulent practice: any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- Coercive practice: an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- Collusive practice: an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- Unethical practice: conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS; and/or
- Obstruction: acts or omissions by a bidder that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that a bidder fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the quotation submitted by such bidder, and to terminate any Contract that may have been awarded as a result of this bid process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

## Article 38 AUDIT

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Any bidder participating in this bid process shall agree to cooperate with the Office of Internal Oversight Services of the United Nations, UNOPS Internal Audit and Investigations Group as well as with any other investigation units authorized by UNOPS Executive Director and UNOPS Ethics Officer to investigate any allegation of misconduct, and in particular any allegation of a breach of Article 37 [*Ethics and Corrupt Practices*], in connection with this bid process or any Contract that may be signed as a result of this bid process.

In cooperating with UNOPS, the bidder shall give access to UNOPS, upon written request, to all employees, representatives, agents and assignees, as well as to all documents, records and other elements that may be required to conduct such an investigation.

The failure of a bidder to comply with any of the above representations and warranties shall give UNOPS the right to disqualify the quotation submitted by such bidder, and to terminate any Contract that may have been signed as a result of this bid process immediately upon written notice, without any liability for termination charges or any other liability of any kind for UNOPS. In addition, the bidder may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

**Article 39 BID PROTEST<sup>1</sup>**

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Any bidder that believes to have been unjustly treated in connection with this bid process may submit a complaint to the UNOPS Director of Implementation Practices and Standards through the [bid.protest@unops.org](mailto:bid.protest@unops.org) email address. For a bid protest to be received and substantially assessed, the bidder shall have requested a debrief further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], and shall submit the bid protest within ten (10) calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within fifteen (15) calendar days of the bidder's request further to Article 34 [*Publication of Contract Award and Debriefing Procedures*], the bidder may present a bid protest within ten (10) calendar days of the expiry of said fifteen (15) calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

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<sup>1</sup> Following the UNOPS Procurement Manual, 'bid protest' is a term that without any limitations may apply to any procurement process, including the submission of bids for an ITB and the submission of quotations for an RFQ.

## 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 [*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 lowest priced quotation among the most substantially compliant quotations will be selected for award. The technical advantages offered by a higher priced quotation may in certain cases justify selection of a quotation other than the lowest priced. Further, where none of the quotations fully meet the requirement specification, the most technically acceptable quotation can be selected for award.
- 5. Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the bidder recommended for award, to confirm that the bidder meets the criteria set forth in this RFQ or as appropriate to the nature of the procurement process. UNOPS may reject a bidder’s quotation on the basis of the findings. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the bidder’s premises, equipment, tools and/or systems, 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( Main Tender Documents for Lot 1, Lot 2 and Lot 3)**

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 <b>Section I: Instructions to Bidders</b> , Article 4 [ <i>Bidder Eligibility</i> ].	<ul style="list-style-type: none"> <li>● Schedule 0.1 [<i>Quotation Submission Declaration</i>]</li> <li>● Schedule 0.2 [<i>Bidder's Information</i>]</li> <li>● Schedule 0.3 [<i>Joint Venture Partner Information</i>], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture.</li> <li>● UNGM suppliers ineligibility lists</li> </ul>
2. The quotation is complete, i.e., all documents and technical documentation requested in <b>Section I: Instructions to Bidders</b> , Article 11 [ <i>Content of Quotation Submissions</i> ] have been provided and are complete.	<ul style="list-style-type: none"> <li>● All documentation as requested under <b>Section I: Instructions to Bidders</b>, Article 11 [<i>Content of Quotation Submissions</i>]</li> </ul>
3. The bidder accepts conditions of the Contract as specified in <b>Section III: Conditions of Contract</b> .	<ul style="list-style-type: none"> <li>● Schedule 0.1 [<i>Quotation Submission Declaration</i>]</li> </ul>
4. A bid security is provided.	<ul style="list-style-type: none"> <li>● Schedule 0.8 [<i>Form for Bid Security</i>] ( NOT USED)</li> </ul>

**2. QUALIFICATION CRITERIA ( Main Tender Documents for Lot 1, Lot 2 and Lot 3)**

Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria
1. The bidder has been in continuous business during the last one (1) year.	<ul style="list-style-type: none"> <li>• Certification of incorporation of the bidder</li> </ul>
2. The bidder has experience successfully delivering two (2) water systems design Services contracts of USD 5000 or MZN 316,250 in any of the last five (5) years prior to quotation opening.	<ul style="list-style-type: none"> <li>• Schedule 0.4 [<i>Capacity and Experience</i>]</li> <li>• Schedule 0.7 [<i>Performance Statement</i>]</li> </ul>

**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.	<p>In <b>Section VI: Returnable Schedules:</b></p> <ul style="list-style-type: none"> <li>• All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>]</li> <li>• Schedule 0.5 [<i>Format for Resume of Proposed Key Personnel</i>]</li> </ul>

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	Check & Clarify
3.	Key personnel proposed	Pass/Fail
4.	Key equipment proposed	Check & Clarify
5.	Oral presentations	<b>NOT USED</b>

**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 service/activity would be subcontracted	<ul style="list-style-type: none"> <li>Schedule 4.5 [<i>Organizational Structure</i>]</li> <li>Schedule 4.6 [<i>Sub-consultants</i>]</li> </ul>
1.2	The bidder has relevant specialized knowledge and experience on similar services done in the region or country.	<ul style="list-style-type: none"> <li>Schedule 0.4 [<i>Capacity and Experience</i>]</li> <li>Schedule 0.7 [<i>Performance Statement</i>]</li> </ul>
1.3	The bidder has the capacity to undertake the scope of Services in addition to its current workload.	<ul style="list-style-type: none"> <li>Schedule 0.4 [<i>Capacity and Experience</i>]</li> </ul>

### 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 Services) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in <b>Section V: Requirements</b> , which indicates the bidder's understanding of these requirements.	<ul style="list-style-type: none"> <li>All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>] in <b>Section VI: Returnable Schedules</b></li> </ul>
2.2	The Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in <b>Section V: Requirements</b> . The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Services within timelines that are consistent with industry practices, the Project requirements and proposed methodology.	<ul style="list-style-type: none"> <li>Schedule 4.3 [<i>Method Statement</i>]</li> </ul>
2.3	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	<ul style="list-style-type: none"> <li>Schedule 4.9 [<i>Insurance Details and Insurances</i>]</li> <li>Confirmation letter (or draft policy) from an insurer stating that the</li> </ul>

	will effect the required insurances as specified under Schedule 3.9 [ <i>Insurance Requirements</i> ], if selected.	required insurance policies will be provided to the bidder, if selected.
2.4	The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Services will be met.	Schedule 4.3 [ <i>Method Statement</i> ]
2.5	The bidder'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.	Schedule 4.6 [ <i>Sub-consultants</i> ]
2.6	The Programme and method statement details how the different activities shall be organized, controlled and delivered based on the quality management system.	Schedule 4.3 [ <i>Method Statement</i> ]

### 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 Services.	Schedule 4.4 [ <i>Key Personnel</i> ] Schedule 4.5 [ <i>Organizational Structure</i> ]
3.2	<p>The qualifications and experience of Key Personnel proposed meet the established requirements.</p> <p><b>*Note:</b> the Senior Project Manager/Coordinator, Civil/Structural Engineer, Environmental Engineer, CAD Technician, HSSE Specialist can be shared with the key personnel for the other lots (for bidders who bid for more than one lot) BUT doesn't exclude engineering assistants to work under respective subject matter expert (SME) supervision.</p> <p><b>Lot 1: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.</b></p> <ul style="list-style-type: none"> <li>Senior Project Manager/Coordinator (1) - BSc in Civil / Mechanical Eng with eight years</li> </ul>	Schedule 0.5 [ <i>Format for Resume of Proposed Key Personnel</i> ] Schedule 4.4 [ <i>Key Personnel</i> ]

experience in mechanical design of water works\*

- Mechanical Engineer (1) - Bachelor degree in Mechanical Engineering with Five years experience in mechanical design of water works
- Electrical Engineer (1) - Bachelor degree in Electrical Engineering with Five years of experience in the design of electrical systems of water works
- Hydraulic Engineer (1) - Bachelor degree in Civil Engineering with Five years experience in the design of water supply distribution network
- Civil / Structural Engineers (1) - Bachelor degree in Civil Engineering with Five years Experience in structural / water supply s design/construction works
- Environmental Engineer (1) - Bachelor degree in environmental Engineering with Three years of experience as an Environmental Engineer/ Specialist\*
- Architect (1) - Bachelor degree in Architecture with Three years of experience in Architecture\*
- Surveyor topography (1) - Diploma in Surveying with five years of experience Topographic Surveying
- CAD Technicians (1) - Certificate in Civil/Building/Architectural Technology or Certificate in CAD with Three years of experience in CAD - Drafting
- HSSE Specialist (1) - Certificate in HSE with Three years of experience in HSSE\*

**Lot 2 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.**

- Senior Project Manager/Coordinator (1) - BSc in Civil / Mechanical Eng with eight years experience in mechanical design of water works\*

- Mechanical Engineer (1) - Bachelor degree in Mechanical Engineering with Five years experience in mechanical design of water works
- Electrical Engineer (1) - Bachelor degree in Electrical Engineering with Five years of experience in the design of electrical systems of water works
- Hydraulic Engineer (1) - Bachelor degree in Civil Engineering with Five years experience in the design of water supply distribution network
- Civil / Structural Engineers (1) - Bachelor degree in Civil Engineering with Five years Experience in structural / water supply s design/construction works
- Environmental Engineer (1) - Bachelor degree in environmental Engineering with Three years of experience as an Environmental Engineer/ Specialist\*
- Architect (1) - Bachelor degree in Architecture with Three years of experience in Architecture\*
- Surveyor topography (1) - Diploma in Surveying with five years of experienceTopographic Surveying
- CAD Technicians (1) - Certificate in Civil/Building/Architectural Technology or Certificate in CAD with Three years of experience in CAD - Drafting
- HSSE Specialist (1) - Certificate in HSE with Three years of experience in HSSE \*

**Lot 3 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.**

- Senior Project Manager/Coordinator (1) - BSc in Civil / Mechanical Eng with eight years experience in mechanical design of water works\*
- Mechanical Engineer (1) - Bachelor degree in Mechanical Engineering with Five years

	<p>experience in mechanical design of water works</p> <ul style="list-style-type: none"> <li>● Electrical Engineer (1) - Bachelor degree in Electrical Engineering with Five years of experience in the design of electrical systems of water works</li> <li>● Hydraulic Engineer (1) - Bachelor degree in Civil Engineering with Five years experience in the design of water supply distribution network</li> <li>● Civil / Structural Engineers (1) - Bachelor degree in Civil Engineering with Five years Experience in structural / water supply s design/construction works</li> <li>● Environmental Engineer (1) - Bachelor degree in environmental Engineering with Three years of experience as an Environmental Engineer/ Specialist*</li> <li>● Architect (1) - Bachelor degree in Architecture with Three years of experience in Architecture*</li> <li>● Surveyor topography (1) - Diploma in Surveying with five years of experienceTopographic Surveying</li> <li>● CAD Technicians (1) - Certificate in Civil/Building/Architectural Technology or Certificate in CAD with Three years of experience in CAD - Drafting</li> <li>● HSSE Specialist (1) - Certificate in HSE with Three years of experience in HSSE*</li> </ul>	
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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 3.8 [ <i>Equipment and Machinery Requirements</i> ] and demonstrates the capacity of the bidder to undertake the services or activities.	Schedule 3.8 [ <i>Equipment and Machinery Requirements</i> ]

Lot 1 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.

- **Camera (1):**
  - **CCTV closed-circuit television** (preferred), and/or Zoom cameras, and/or Digital scanning, and/or Push camera
  - and/or **Acoustic:** In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar
  - and/or **Laser**
  - and/or **Innovative technologies** like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.
- **Theodolite with GPRS /Total Station (1)**
- **Pickup trucks(1)**

Lot 2: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.

- **Camera (1):**
  - **CCTV closed-circuit television** (preferred), and/or Zoom cameras, and/or Digital scanning, and/or Push camera
  - and/or **Acoustic:** In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar
  - and/or **Laser**
  - and/or **Innovative technologies** like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.
- **Theodolite with GPRS /Total Station (1)**
- **Pickup trucks(1)**

Lot 3: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.

- **Camera (1):**
  - **CCTV closed-circuit television** (preferred), and/or Zoom cameras,

- and/or Digital scanning, and/or Push camera
- o and/or **Acoustic**: In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar
- o and/or **Laser**
- o and/or **Innovative technologies** like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.
- **Theodolite with GPRS /Total Station (1)**
- **Pickup trucks(1)**

### Part 5: Oral presentations

No.	Criteria evaluated on a pass/fail basis during the technical evaluation
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5.1	NOT USED
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# 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

Sub-Clause No.	Description	Details
1.1	Country	<p><b>Name:</b> Lot 1: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.</p> <p>Lot 2 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.</p> <p>Lot 3 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.</p>
1.4.1	Agreed system of electronic transmission	X Email: <a href="mailto:afr.kemc.mozprocurement@unops.org">afr.kemc.mozprocurement@unops.org</a>
1.4.1	Employer's Address for Communication	<p><b>Name:</b> Solomon Kuliche LEGESSE</p> <p><b>Position title:</b> Construction Supervision Specialist</p> <p><b>Address:</b> Pemba, Mozambique</p> <p><b>Email address:</b> solomonk@unops.org</p> <p><b>Telephone/Mobile number:</b> +258 858 948055</p>
2.2	Employer's Representative	<p><b>Name:</b> Niroshinie Nayagam</p> <p><b>Position title:</b> Senior Project Manager</p> <p><b>Address:</b> Pemba, Mozambique</p> <p><b>Email address:</b> <a href="mailto:niroshinien@unops.org">niroshinien@unops.org</a></p> <p><b>Telephone/Mobile number:</b> +61 414 633 439</p>
3.2.1	Performance Security Amount	NOT USED
3.2	Permitted Guarantors for Performance Security	X Bank approved by Employer
4.2.1	Commencement Date	The date of signing the agreement

4.2.4	Liability Period	<input type="text"/> Years
4.3.1	Time for Completion	<p><b>Lot 1: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.</b></p> <ul style="list-style-type: none"> <li>❖ <b>60 calendar days after signing the agreement</b> <ul style="list-style-type: none"> <li>● Complete Site Assessment/Field Works and submit raw data from field - 21 calendar days after signature of contract</li> <li>● Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract</li> <li>● Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract</li> </ul> </li> </ul> <p><b>Lot 2: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.</b></p> <ul style="list-style-type: none"> <li>❖ <b>60 calendar days after signing the agreement</b> <ul style="list-style-type: none"> <li>● Complete Site Assessment/Field Works and submit raw data from field - 21 calendar days after signature of contract</li> <li>● Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract</li> <li>● Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract</li> </ul> </li> </ul> <p><b>Lot 3: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.</b></p> <ul style="list-style-type: none"> <li>❖ <b>60 calendar days after signing the agreement</b> <ul style="list-style-type: none"> <li>● and submit raw data from field - 21 calendar days after signature of contract</li> <li>● Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract</li> <li>● Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract</li> </ul> </li> </ul>

<b>4.4.5</b>	Delay Damages	X Amount per day: MZN 5,000
<b>4.4.6</b>	Aggregate maximum amount of Delay Damages	10 % of the Accepted Contract Amount
<b>7.2.2</b>	Annual rate of financing charges for delayed payment	Not applicable
<b>7.3</b>	Currencies of Payment	Mozambique Metical ( MZN)
<b>7.3</b>	Proportions of Currencies	Not Applicable
<b>7.8.2</b>	Advance Payment Amount	Not applicable
<b>7.8.3</b>	Permitted Guarantors	Bank approved by Employer
<b>7.8.6</b>	Advance repayment amount	Not applicable
<b>8.4.1</b>	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)*

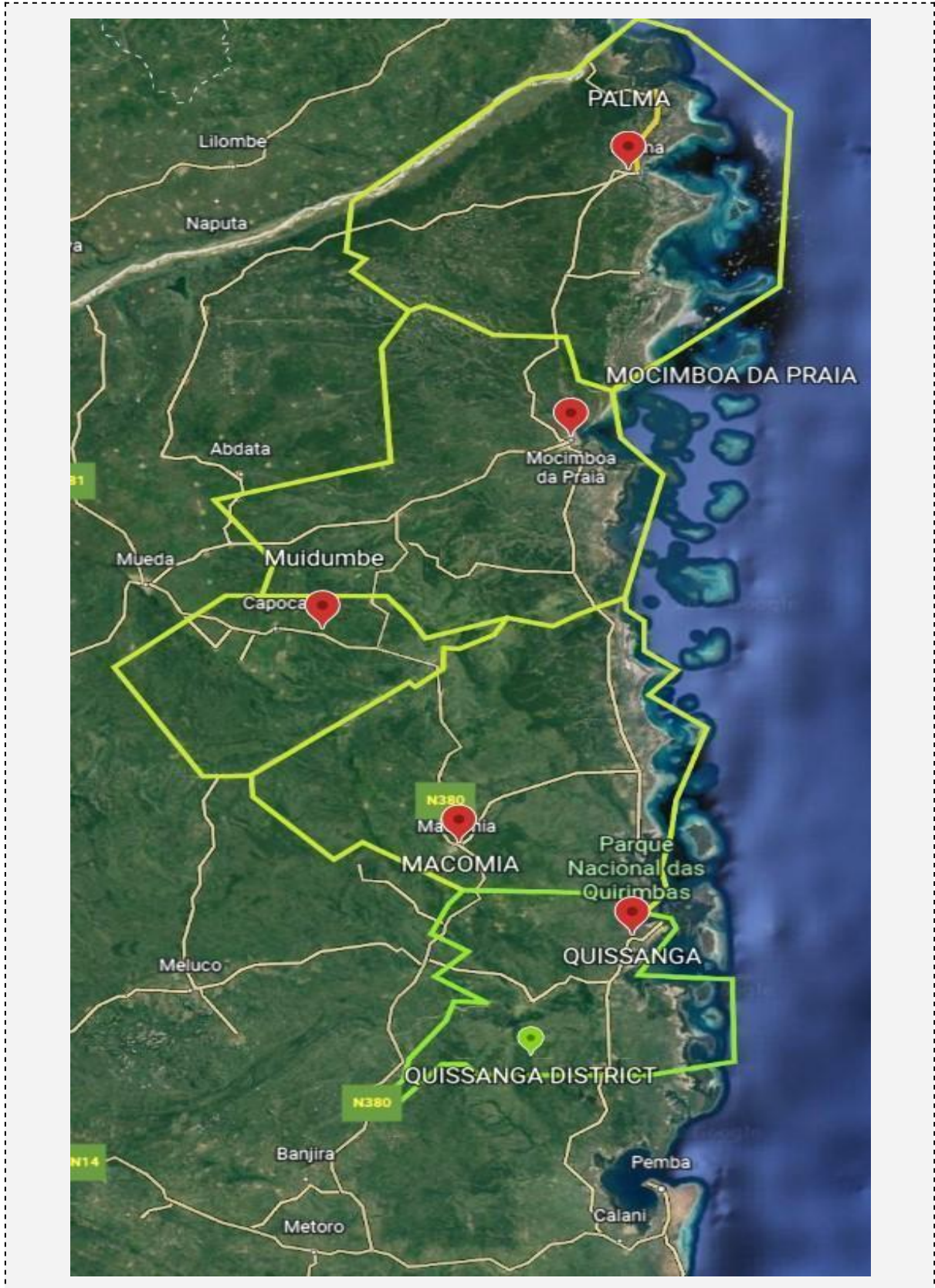
The overall objective of the service is to carry out a condition survey of the public water supply infrastructure networks identified by the Government and to prepare sustainable and resilient designs for the Works based on the findings of the site assessment of the conditions of the systems and facilities or a specific request from UNOPS for a design service, including but not limited to the following water Supply and distribution Infrastructure and access roads, culverts and Bridges.

UNOPS is therefore procuring the services of a consultant to carry out the detailed technical assessment and design of the Water supply infrastructures and systems (an activity under component 3) in the Cabo Delgado Province, including in the recently liberated districts of Mocimboa da Praia, Palma, Muidumbe, Macomia, and Quissanga, and in line with this Terms of Reference.

For more details on the scope of technical services and deliverables refer to SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER.

## 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):**

The consultant will be given possession of the sites in line with the consultant’s work programme, which shall be prepared in line with the milestones set in Section 3.5 of this RFQ.

The consultant will be required to abide by and implement security risk mitigation strategies as identified and communicated by UNOPS in order to ensure the safety and security of its personnel, project beneficiaries and the local population.

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

The consultant shall be given access to the whole of the sites in line with the work programme. The consultant shall immediately report to UNOPS if the sites are inaccessible due to security concerns.

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

The consultant shall communicate to UNOPS and the district government authorities the movement plans of their team on the sites. The indicative distances from Pemba port to the sites by road are as follows:

Lot 1: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.

- Palma :440km

Lot 2 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.

- Mocimboa da Praia :350km

Lot 3 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.

- Macomia :200km
- Quissanga :110km
- Muidumbe :285km

Description			GPS coordinate	
Lots	District	Admin Post	Latitude	Longitude
Lot 01	Palma	Palma Sede Old system	10.777	40.47

		Palma Sede area 4	10.776	40.463
		Palma Sede area 5	10.777	40.469
		Mute	10.996	40.342
		Palma sede Manguna	10.81	40.411
		Quionga	10.594	40.509
		Quirinde	10.614	40.567
Lot 02	Mocimboa da Praia	Mocimboa da Praia sede	11.344	40.356
		Dica	11.534	39.944
		Mbau	11.628	40.176
Lot 03	Quissanga	Bilibiza	12.565	40.276
		Quissanga	12.434	40.483
	Muidumbe	Base Ntchinga	11.733	39.891
		Mengueleua		
	Macomia	Chai	11.931	40.107

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

N/A

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

N/A

**7. Description of disposal areas (within the Location or outside the Location if any):**

N/A

**8. Description of any Location security requirements:**

The Consultant shall cooperate fully with the Engineer to ensure the overall security and safety of the Works. However, security of the Works will be the sole responsibility of the Contractor until such work is completed and turned over to and accepted by the Employer.

The contractor will be responsible for evacuation plans if necessary.

**9. Any other relevant Location details:**

N/A

# SCHEDULE 5: FORMS ( NOT USED)

## 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 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 ( NOT USED)

### 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 or 10 % 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 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]

## 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:**

Since October 2017, the Province of Cabo Delgado has been experiencing an armed insurgency that has taken a heavy toll on lives and livelihoods and has resulted in a displacement and humanitarian crisis. Insurgents have focused attacks on state targets, including public administration buildings, as well as on key infrastructure, businesses, and homes. The districts in Cabo Delgado that have been most impacted are Mocimboa da Praia, Palma, Muidumbe, Nangade, Macomia, Quissanga, Ibo, Meluco, and Mueda.

Since August 2021, the Government has regained control of the districts of Mocímboa da Praia, Quissanga, Palma, Muidumbe, and Macomia; which are five of the nine districts most affected by the conflict in Cabo Delgado. The immediate restoration of the local public administration functions and the provision of basic services such as water supply, sanitation, electricity, healthcare, and education are critical for the quick return of people's lives to normality while medium-term interventions are gradually implemented. The re-establishment of water supply infrastructures will assist the population in resuming their social and economic activities. The overall perceptions within the public and private sectors of the situation should improve countrywide.

UNOPS is therefore procuring the services of a consultant to carry out the detailed technical assessment of the Water supply infrastructures and systems (an activity under component 3) in the Cabo Delgado Province, including in the recently liberated districts of Mocimboa da Praia, Palma, Muidumbe, Macomia, and Quissanga, and in line with the Terms of Reference.

**2. Project Stakeholders:**

- UNOPS
- Government of Mozambique
- World bank
- Consultants
- District communities and leaders
- Local contractors

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

The scope of the assignment is to:

- Inspect the existing water supply infrastructure and identify those water components that are damaged as a result of the conflict
- Prepare detailed an assessment report describing the sites assessed, the components of the water supply system
- Evaluation of hydrogeological data
- Assessment of cumulative environmental impacts
- Conduct hydrostatic testing to detect leakage in the water supply system
- Physical modelling of the pipe in the soil
- Understanding of pipe failure modes, including observable of measurable signs (or distress indicators) that point to these modes, as well as inferential indicator that point to potential existence of deterioration mechanism
- Inspecting the pipe to determine distress indicators
- Interpreting distress indicators to determine pipe condition
- Proposing a schedule for pipe renewal / replacement to minimize lifecycle costs while meeting or exceeding service levels
- Preparation of assessment reports and summary table (identification, location and condition of asset) using templates approved by UNOPS

The Consultant shall carry out the assessment of the water supply infrastructure facilities/sites of awarded lot(s) based on the list provided by UNOPS and confirm the exact locations in consultation with the pertinent government bodies, and assess the status of the infrastructure and components by visiting the sites and collecting actual data from the sites.

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

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

Allow provision for Occupational, Health, Safety (OSH) and Environmental and Social (E&S) Management system for the execution of works under the contract. The bidder is obliged to follow the World's Bank Environmental and Social Standards (ESS) - <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework> - as well as UNOPS procedures and existing Mozambique legislation. Note: the most restrictive requirement shall apply. The bidder should submit his comprehensive OSH, and E&S Management in line with the guidelines and templates provided below..

- ESMP for all sites:
  - <https://drive.google.com/file/d/1sdZH-lqXsdrS6qs3iOujt0Y6R97yKh4C/view?usp=sharing>
  - Guidelines - The World Bank's Environmental and Social Standards (ESS) are available (link: [ESS](#)).
  - Environmental [and Social Management Plans \(ESMP\)](#)
- UNOPS Occupational Health & Safety and Social & Environmental Management Guideline/Manual policy and requirements:
  - EOD.[ED.2021.01 on OHS and S&E Management;](#)
  - EOI.[SSC.2021.01 on H&S and S&E Management;](#)
  - EOI.[SSC.2021.02 on Reporting and Management of H&S and S&E Incidents.](#)
- LMP - Labour Management Procedure: <https://drive.google.com/file/d/1E7yRd24audol06KBykDDeztfllpix55u/view?usp=sharing>

**8. Quality Management System:**

*(In accordance with Sub-Clause 3.18 of the General Conditions)*

Not Applicable

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

The consultant is expected to complete the following tasks within the given timeframe:

- Develop a detailed assessment plan including the methodologies, tools, and approaches to be used for the assessment and design activities.
- Mobilize a team of qualified and experienced engineers and technicians to the field to collect the necessary data and measurements.
- Detailed assessment of the status of the water infrastructure facilities.
- Prepare and submit to UNOPS a detailed assessment report that includes:
  - the current functional condition, and extent of the damage of the facilities including the results of borehole yield test and hydrostatic testing
  - prioritization of the infrastructure works in terms of their degree of damage, and recommendation on the intervention approach, i.e.emergency repair, rehabilitate, reconstruct
  - Risks and challenges identified
  - High level of cost estimate for reconstruction or new construction of the assessed infrastructure and an outline of SoW for the works

- Conclusion and Recommendations

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

AutoCAD (DWGs & printed in PDF format)  
 Epanet  
 Google workspace (google sheet, google doc, etc.)

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

The consultant is required to submit a draft assessment report to UNOPS that includes all the data gathered from the site, including the tests executed and their corresponding results. Upon submission, UNOPS will review the draft report and provide comments to the consultant, who must then incorporate them into the final report for final acceptance. Both the draft and final reports will be shared with the client, and any comments or feedback provided by the client will also be incorporated into the final version of the report.

**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	Not Applicable		
Services of others	1	Not Applicable		
Equipment	1	Not Applicable		
Facilities	1	Not Applicable		

**13. Any other details as relevant:**

Not Applicable

### 3.2 Consultant’s Delegations

*(In accordance with Sub-Clause 3.9.1 of the General Conditions)*

The Consultant's designated personnel has the delegated duties and authorities of the Engineer and Engineer's Assistant as in the Construction Contract for Major Works: General Conditions and Construction Contract for Major Works: Particular Conditions.

**OR**

The Consultant's designated personnel has the delegated duties and authorities of the Employer's Representative's Assistant under the Construction Contract for Small Works: General Conditions as identified in the table below.

No.	Clause/Sub-Clause No. and title	Delegated duties and authorities	Remark
1			
2			

### 3.3 Valuation and Payment

*(Based on actuals on monthly basis or based on the following payment schedule  
In accordance with Sub-Clause 7.1 of the General Conditions)*

No.	Milestone	Amount	Target date
1	<b>Payment milestone 1:</b> Upon the completion of the draft assessment report and acceptance by UNOPS	<b>Actual to the maximum of the corresponding fees in the contract</b>	<b>Upon acceptance of the assessment report by UNOPS</b>
2	<b>Payment milestone 2:</b> Upon the completion of the final assessment and acceptance by UNOPS	<b>Actual to the maximum of the corresponding fees in the contract</b>	<b>Upon acceptance of the assessment report by UNOPS</b>

### 3.4 Programme Requirements

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

**TOTAL COMPLETION 60 CALENDAR 60 DAYS**

**NOTE: The consultant shall undertake the technical assessment works concurrently in all lots.**

**Lot 1 - Palma**

- Complete Site Assessment/Field Works and submit raw data from field - 21 calendar days after signature of contract
- Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract
- Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract

**Lot 2 - Mocimboa da Praia**

- Complete Site Assessment/Field Works and submit raw data from field - 21 calendar days after signature of contract
- Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract
- Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract

**Lot 3 - Quissanga, Muidumbe, Macomia**

- Complete Site Assessment/Field Works and submit raw data from field - 21 calendar days after signature of contract
- Complete and submit DRAFT Assessment Report - 31 calendar days after signature of contract
- Complete and submit FINAL Assessment Report - 60 calendar days after signature of contract

### 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		

### 3.6 Employer's Delegations

No.	Clause/Sub-Clause No. and Title	Delegated duties and authorities	Designation	Remark
1				
2				

### 3.7 Key Personnel Requirements

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

LOTS	Description of the item	Unit	Qty	Required qualification	Area of experience required	Years of relevant experience required
<b>KEY PERSONNEL Lot 1 - Palma</b>	Senior Project manager/Coordinator <b>PART TIME</b>	No	1	BSc in Civil / Mechanical Eng.	Water Resources Speciality	8
	Mechanical Engineer <b>FULL TIME</b>	No	1	BSc in Mechanical Engineering	Potable water pumps, Electromechanical	5
	Electrical Engineer <b>FULL TIME</b>	No	1	BSc in Electrical Engineering	ElectromechanicalPump supply, solar	5
	Hydraulic Engineer <b>FULL TIME</b>	No	1	BSc in Civil/Mechanical Engineering	Reticulation Design	5
	Civil /Structural Engineer <b>FULL TIME</b>	No	1	BSc in Civil Engineering	Reinforced concrete/ structural steel/ Reticulation Design, Geotech	5
	Environmental Engineer <b>PART TIME</b>	No	1	BSc in Civil /Environmental Engineering	EIA/ EMP, Safeguards	3
	Architect <b>PART TIME</b>	No	1	BSc in Architecture	Design of buildings	3
	Surveyor Topography <b>FULL TIME</b>	No	1	Diploma in Surveying	Topographic Surveying	5
	CAD Technicians <b>FULL TIME</b>	No	1	Certificate in Civil/Building/Architectural Technology or Certificate in CAD	CAD - Drafting	3
HSSE Specialist <b>PART TIME</b>	No	1	Certificate in HSSE	HSSE	3	
<b>KEY PERSONNEL Lot 2 - Mocimboa da Praia</b>	Senior Project manager/Coordinator <b>PART TIME</b>	No	1	BSc in Civil / Mechanical Eng.	Water Resources Speciality	8
	Mechanical Engineer <b>FULL TIME</b>	No	1	BSc in Mechanical Engineering	Potable water pumps, Electromechanical	5
	Electrical Engineer <b>FULL TIME</b>	No	1	BSc in Electrical Engineering	ElectromechanicalPump supply, solar	5
	Hydraulic Engineer <b>FULL TIME</b>	No	1	BSc in Civil/Mechanical Engineering	Reticulation Design	5

	Civil /Structural Engineer <b>FULL TIME*</b>	No	1	BSc in Civil Engineering	Reinforced concrete/ structural steel/ Reticulation Design, Geotech	5
	Environmental Engineer <b>PART TIME*</b>	No	1	BSc in Civil /Environmental Engineering	EIA/ EMP, Safeguards	3
	Architect <b>PART TIME*</b>	No	1	BSc in Architecture	Design of buildings	3
	Surveyor Topography <b>FULL TIME*</b>	No	1	Diploma in Surveying	Topographic Surveying	5
	CAD Technicians <b>FULL TIME*</b>	No	1	Certificate in Civil/Building/Architectural Technology or Certificate in CAD	CAD - Drafting	3
	HSSE Specialist <b>PART TIME*</b>	No	1	Certificate in HSSE	HSSE	3
<b>KEY PERSONNEL Lot 3 - Quissanga, Muidumbe, Macomia</b>	Senior Project manager/Coordinator <b>PART TIME</b>	No	1	BSc in Civil / Mechanical Eng.	Water Resources Speciality	8
	Mechanical Engineer <b>FULL TIME</b>	No	1	BSc in Mechanical Engineering	Potable water pumps, Electromechanical	5
	Electrical Engineer <b>FULL TIME</b>	No	1	BSc in Electrical Engineering	ElectromechanicalPump supply, solar	5
	Hydraulic Engineer <b>FULL TIME</b>	No	1	BSc in Civil/Mechanical Engineering	Reticulation Design	5
	Civil /Structural Engineer <b>FULL TIME*</b>	No	1	BSc in Civil Engineering	Reinforced concrete/ structural steel/ Reticulation Design, Geotech	5
	Environmental Engineer <b>PART TIME*</b>	No	1	BSc in Civil /Environmental Engineering	EIA/ EMP, Safeguards	3
	Architect <b>PART TIME*</b>	No	1	BSc in Architecture	Design of buildings	3
	Surveyor Topography <b>FULL TIME*</b>	No	1	Diploma in Surveying	Topographic Surveying	5
	CAD Technicians <b>FULL TIME*</b>	No	1	Certificate in Civil/Building/Architectural Technology or Certificate in CAD	CAD - Drafting	3
	HSSE Specialist <b>PART TIME*</b>	No	1	Certificate in HSSE	HSSE	3

### 3.8 Equipment and Machinery Requirements

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

Lot 1 Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Palma.

No.	Description of Item (equipment or machinery)	Units	Remarks
1	<b>Camera:</b> CCTV closed-circuit television (preferred), and/or Zoom cameras, and/or Digital scanning, and/or Push camera ----- and/or <b>Acoustic:</b> In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar ----- and/or <b>Electrical/Electromagnetic</b> ----- and/or <b>Laser</b> ----- and/or <b>Innovative technologies</b> like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.	1-Nos (can be shared with the other lots)	Own/Rent/Lease
2	<b>Theodolite with GPRS /Total Station</b>	1-Nos	Own/Rent/Lease

Lot 2 Lot 2: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Mocimboa da Praia.

No.	Description of Item (equipment or machinery)	Units	Remarks
1	<b>Camera:</b> CCTV closed-circuit television (preferred), and/or Zoom cameras, and/or Digital scanning, and/or Push camera ----- and/or <b>Acoustic:</b> In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar ----- and/or <b>Electrical/Electromagnetic</b> ----- and/or <b>Laser</b> ----- and/or <b>Innovative technologies</b> like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.	1-Nos (can be shared with the other lots)	Own/Rent/Lease
2	<b>Theodolite with GPRS /Total Station</b>	1-Nos	Own/Rent/Lease

Lot 3: Engineering Service for Technical Assessment and Design of Public Water Infrastructure systems in Cabo Delgado, districts of Quissanga, Muidumbe and Macomia.

No.	Description of Item (equipment or machinery)	Units	Remarks
1	<b>Camera:</b> CCTV closed-circuit television (preferred), and/or Zoom cameras, and/or Digital scanning, and/or Push camera and/or <b>Acoustic:</b> In-line Leak detectors, and/or Acoustic monitoring system and/or Sonar and/or <b>Electrical/Electromagnetic</b> and/or <b>Laser</b> and/or <b>Innovative technologies</b> like Gamma Logging, Ground-penetrating Radar, Ultrasonic, etc.	1-Nos (can be shared with the other lots)	Own/Rent/Lease
2	<b>Theodolite with GPRS /Total Station</b>	1-Nos	Own/Rent/Lease

### 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
<b>Professional Indemnity Insurance</b>		X As required by Law or by industry body or trade association from the Contract Effective Date until expiration of the Liability Period	X As required by Law or by industry body or trade association
<b>Public Liability Insurance</b>		X As required by Law or by industry body or trade association from the Contract Effective Date until Final Completion of the Services.	X As required by Law or by industry body or trade association
<b>Workers Compensation Insurance</b>		X From the Contract Effective Date until Final Completion of the Services.	X As required by Law or by industry body or trade association

<b>Any other insurance as required by Law or industry body or trade associations</b>			
<b>All risk insurance</b>			