

SECTION II: EVALUATION METHOD AND CRITERIA

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

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

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

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

1. FORMAL AND ELIGIBILITY CRITERIA

Criteria evaluated on a pass/fail basis during the preliminary screening	Documents to establish compliance with the criteria
1. The bidder, including each member of the Joint Venture, consortium, or association and/or Subcontractor (as applicable), is eligible as defined in Section I: Instructions to Bidders , Article 4 [<i>Bidder Eligibility</i>].	- Schedule 0.1 [<i>Quotation Submission Declaration</i>] - Schedule 0.2 [<i>Bidder's Information</i>] - 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. - Schedule 0.12 [<i>Self-disclosure</i>] - UNGM supplier ineligibility lists
2. The quotation is complete, i.e., all documents and technical documentation requested in Section I: Instructions to Bidders , Article 11 [<i>Content of Quotation Submissions</i>] have been provided and are complete.	All documentation as requested under Section I: Instructions to Bidders, Article 11 [<i>Content of Quotation Submissions</i>]
3. The bidder accepts conditions of the Contract as specified in Section III: Conditions of Contract .	Schedule 0.1 [<i>Quotation Submission Declaration</i>]
4. A bid security is provided. Not required	Schedule 0.8 [<i>Form for Bid Security</i>]
5. [Insert additional criteria]	[Insert documentation required]
6. [Insert additional criteria]	[Insert documentation required]

2. QUALIFICATION CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation

Documents to establish compliance with the criteria

1. Financial capability

The bidder has sufficient liquidity, demonstrated by the ratio of “average current assets / current liabilities” over the last **(two (2))** years which must be equal to or greater than one (1) or the bidder has access to a line of credit or bank overdraft or other financial means to meet a working capital/cash flow requirement of **150,000 USD** (should the bidder be selected).

- Copy of audited financial statements for the last **two (2)** years
- A letter from a financial institution/bank confirming access to a line of credit or other financial means

2. Financial capability

The bidder has an annual turnover of minimum **\$100,000** in any one of the last **(five (5))** years.

- Copy of audited financial statements for the last **(five (5))** years

3. The bidder has been in continuous business during the last **two (2)** years.

- Certification of incorporation of the bidder

4. The bidder has experience successfully delivering similar two (2) construction works contracts during the last (three (3)) years prior to quotation opening.

- Schedule 0.4 [*Capacity and Experience*]
- Schedule 0.7 [*Performance Statement*]

5. The bidder has the registration in the body that governs and regulates the construction industry in the Country.

- Certification of registration

6. Multiple contracts: **Not Applicable**

[If RFQ includes lots, insert criteria to evaluate multiple lots]

- [Insert documentation required]

7. [Insert additional criteria]

- [Insert documentation required]

8. [Insert additional criteria]

- [Insert documentation required]

3. TECHNICAL CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation

To be substantially compliant, bidders must meet all the minimum requirements/criteria and score 'pass' against each of the criteria.

Documents to establish compliance with the criteria

In Section VI: Returnable Schedules:

- All schedules under Schedule 4 [*Contract Schedules from the Bidder*]
- Schedule 0.5 [*Format for Resume of Proposed Key Personnel*]

Parts of the Technical Quotation Evaluation: Number and description		Obtainable rating
1.	Bidder's capacity and expertise	Pass/Fail
2.	Proposed methodology, approach and implementation plan	Pass/Fail
3.	Key personnel proposed	Pass/Fail
4.	Key equipment proposed	Pass/Fail
5.	Oral presentations	NA

Part 1: Bidder's capacity and expertise

No.	Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)
1.1	The bidder has the general organizational capability that can support effective implementation: management structure, financial stability and project financing capacity, project management controls, and the extent to which any work would be subcontracted.	• Copy of audited financial statements for the last two (2) years • Schedule 4.5 [<i>Organizational Structure</i>] • Schedule 4.6 [<i>Subcontractors</i>]
1.2	The bidder has relevant specialized knowledge and experience on similar works done in the region or country.	• Schedule 0.4 [<i>Capacity and Experience</i>] • Schedule 0.7 [<i>Performance Statement</i>]
1.3	The bidder has the capacity to undertake the scope of Works in addition to its current workload.	• Schedule 0.4 [<i>Capacity and Experience</i>]

Part 2: Proposed methodology, approach and implementation plan

No.	Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)
2.1	The quotation (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in Section V: Requirements , which indicates the bidder's understanding of these requirements.	• All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>] in Section VI: Returnable Schedules
2.2	The preliminary Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in Section V: Requirements . The bidder's preliminary preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within 60 days consistent with industry practices, the Project requirements and proposed methodology.	• Schedule 4.2 [<i>Programme</i>] • Schedule 4.3 [<i>Method Statement</i>]
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 will effect the required insurances as specified under Schedule 3.11 [<i>Insurance Requirements</i>], if selected.	• Schedule 4.9 [<i>Insurance Details and Insurances</i>] • Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the bidder, if selected.
2.4	The quotation satisfactorily demonstrates that the health, safety, social and environmental (HSSE) requirements in relation to the Works will be consistently met.	• Schedule 4.3 [<i>Method Statement</i>]
2.5	The bidder's proposed subcontractors and suppliers, if identified, are proposed to undertake appropriate quantities of Works and have demonstrated the capacity to undertake the work and are located in appropriate locations.	• Schedule 4.6 [<i>Subcontractors</i>]
2.6	The bidder's proposed sources of naturally occurring materials are from a responsible and appropriate location, and the materials comply with the standards stipulated in the RFQ.	• Schedule 4.8 [<i>Sources of Naturally Occurring Materials</i>]
2.7	The preliminary Programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system proposed by the bidder.	• Schedule 4.2 [<i>Programme</i>] • 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 Works.	• Schedule 4.4 [<i>Key Personnel</i>] • Schedule 4.5 [<i>Organizational Structure</i>]
3.2	The qualifications and experience of Key Personnel proposed meet the established requirements. • Medical gas installations technician (2) (Diploma Mechanical) • Technical supervisor (1) (B.Sc. / Mechanical) • certified brazer (2). • QA/QC Inspector (1) (B.Sc. / Mechanical Engineering)	• Schedule 0.5 [<i>Format for Resume of Proposed Key Personnel</i>] • Schedule 4.4 [<i>Key Personnel</i>]

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 3.10 [<i>Equipment and Machinery Requirements</i>] and demonstrates the capacity of the bidder to undertake the work. • Brazing & Joining Tools (oxy-acetylene or nitrogen-purged silver brazing rigs) . • Pressure testing equipment (test gauges, pressure test kits) • Pipe Preparation Tools (cutting, cleaning, and degreasing equipment) . • Vacuum pumps and testing equipment (for medical vacuum systems). • Calibration equipment for alarms and pressure gauges. • Electrical & Cable Tools .	• Schedule 4.7 [<i>Contractor's Equipment and Machinery</i>]

Part 5: Oral presentations

No.

Criteria evaluated on a pass/fail basis during the technical evaluation

Oral presentation: **Not Applicable**

All bidders who presented substantially compliant quotations in evaluation parts [insert Part numbers, e.g., 1, 2, 3 and 4] [select one: will be/may be] required to make an oral presentation either in person or remotely, at the discretion of UNOPS. Information from the oral presentation will also be used as part of the technical evaluation process. UNOPS reserves the right to incorporate elements from oral presentations in the final contract. The oral presentation will not encompass price quotations.

Oral presentation ground rules:

The selected bidders as specified above must make an oral presentation to the UNOPS evaluation team and participate in a question and answer session. The purpose of the oral presentation and question and answer session is to validate the information provided by the bidder in their quotation and to test the bidder's understanding of the work that will be performed as per the requirements under the prospective Contract, which will be a factor in the overall technical evaluation of the quotations. UNOPS may, moreover, request a demonstration of the tools and/or systems offered, as relevant. Each bidder will be allowed [] minutes to make their oral presentation.

5.1

Oral presentations will begin approximately [] weeks after the receipt of quotations. UNOPS will determine the date and time for each bidder's oral presentation. The UNOPS procurement official will notify bidders of the scheduled date and time, as well as the agenda for their presentation within [] weeks of the receipt of quotations. At its sole discretion, UNOPS reserves the right to reschedule any bidder's presentation. Should they be invited, bidders must confirm their availability for that date.

The presentation must be made by one or more of the personnel whom the bidder will employ to manage or supervise the contract performance. A senior executive from the bidder must be present and must, at a minimum, answer questions directed to them during the question and answer session. Bidders may not use consultants to make the oral presentation. The bidder should be prepared to answer detailed technical questions from UNOPS.

During the presentation, interaction between the evaluation team and the bidder will be limited. The UNOPS procurement official will chair the meeting and ensure compliance with the ground rules. UNOPS will not inform bidders of their strengths, deficiencies or weaknesses during the presentation, and UNOPS will not engage in bargaining during the presentations. The presentation does not constitute discussions or negotiations with bidders.

UNOPS reserves the right to make video or audio recordings of oral presentations for its own internal use. These will not be released or made public, except where required by law.

SECTION III: CONDITIONS OF CONTRACT

INSTRUMENT OF AGREEMENT

- [Construction Contract for Small Works: Instrument of Agreement](#)

GENERAL CONDITIONS OF CONTRACT

- [Construction Contract for Small 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		
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SECTION IV: SCHEDULE OF DETAILS

SCHEDULE 1: CONTRACT DETAILS

1.1 Details Provided by the Employer

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

Sub-Clause No.	Description	Details
1.1	Description of parts of the Works that shall be designated a Section for the purposes of the Contract	Section 1: Complete supply, installation, testing, and pre-commissioning of the Medical Gas Pipeline System, including (headers, pipes, changeover control panels, regulators, pressure switches, and emergency reserve manifolds), degreased copper piping, Area Valve Service Units (AVSUs), terminal outlets, bedhead/pendant drops, zone/ and master alarm panels. Section 2: Complete supply, installation, testing, and pre-commissioning of the Medical Gas Pipeline System, including Medical Air Compressor Plant skids, Medical Vacuum Plant skids, Automatic Changeover Cylinder Manifold Systems (headers, pipes, changeover control panels, regulators, pressure switches, and emergency reserve manifolds), degreased copper piping, Area Valve Service Units (AVSUs), terminal outlets, bedhead/pendant drops, zone/ and master alarm panels. (Excludes the physical gas cylinders).
1.3	Employer's address for communication	Name: Munier Gaafar Mohammed Position title: Country Program Manager Address: Port Sudan Office, Email address: munierm@unops.org Telephone/Mobile number: 0912130005
1.3	Agreed system of electronic transmission	X Email: ☐ If others, specify:
3.1	Employer's Representative	Name: Nada Elsheikh Position title: Project Manager Address: Kassala Office Email address: nadab@unops.org Telephone/Mobile number: 0912365677

4.2	Performance Security amount	5 % of the Contract Price
4.2	Currency of the Performance Security	USD
4.2	Permitted guarantors for Performance Security	☐ Bank or financial institutions approved by the Employer ☒ Bank approved by the Employer
6.1	Commencement Date	Within 5 days from the date of the signature of the contract
6.2	Time for Completion	For whole of the Works: 2 months/ 0 days For Sections: Section 1: 1 months/ 0 days Section 2: 1 months/ 0 days
6.5	Delay Damages	For Whole of the Works: ☐ Amount per day: USD ☐ % of the Contract Price per day For Sections: Section 1: ☐ Amount per day: USD ☒ 0.1 % of the value of the Section per day Section 2: ☐ Amount per day: USD ☒ 0.1 % of the value of the Section per day
6.5	Aggregate maximum amount of Delay Damages	10 % of the Contract Price
8.1	Defects Notification Period (DNP)	12 months
8.4	Latent Defect Period	Years
10.2	Advance payment amount	☐ % of the Contract Price ☐ USD ☒ Not applicable
10.2	Permitted guarantors for advance payment	☐ Bank or financial institutions approved by the Employer ☐ Bank approved by the Employer

10.2	Period of repayment of advance payment	☐ months ☐ Interim Payment Certificates (IPCs)
10.3	Retention Money to be deducted from the Interim Payment Certificate (IPC)	<u>5</u> % of the relevant value of the Works completed
10.3	Limit of Retention Money	☐ USD ☒ <u>5</u> % of Contract Price
10.3	Rate of advance payment deductions	% of the relevant value of the Works completed
10.5	Retention Money to be released at taking over of Works or Sections	<u>50</u> % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable
10.10	Currencies of payment	Currency 1: USD Currency 2:
10.10	Proportions of currencies for payment	Currency 1: % Currency 2: %
10.10	Rate of exchange	
10.11	Annual rate of financing charges for delayed payment	%

SCHEDULE 2: PROJECT SPECIFIC INFORMATION

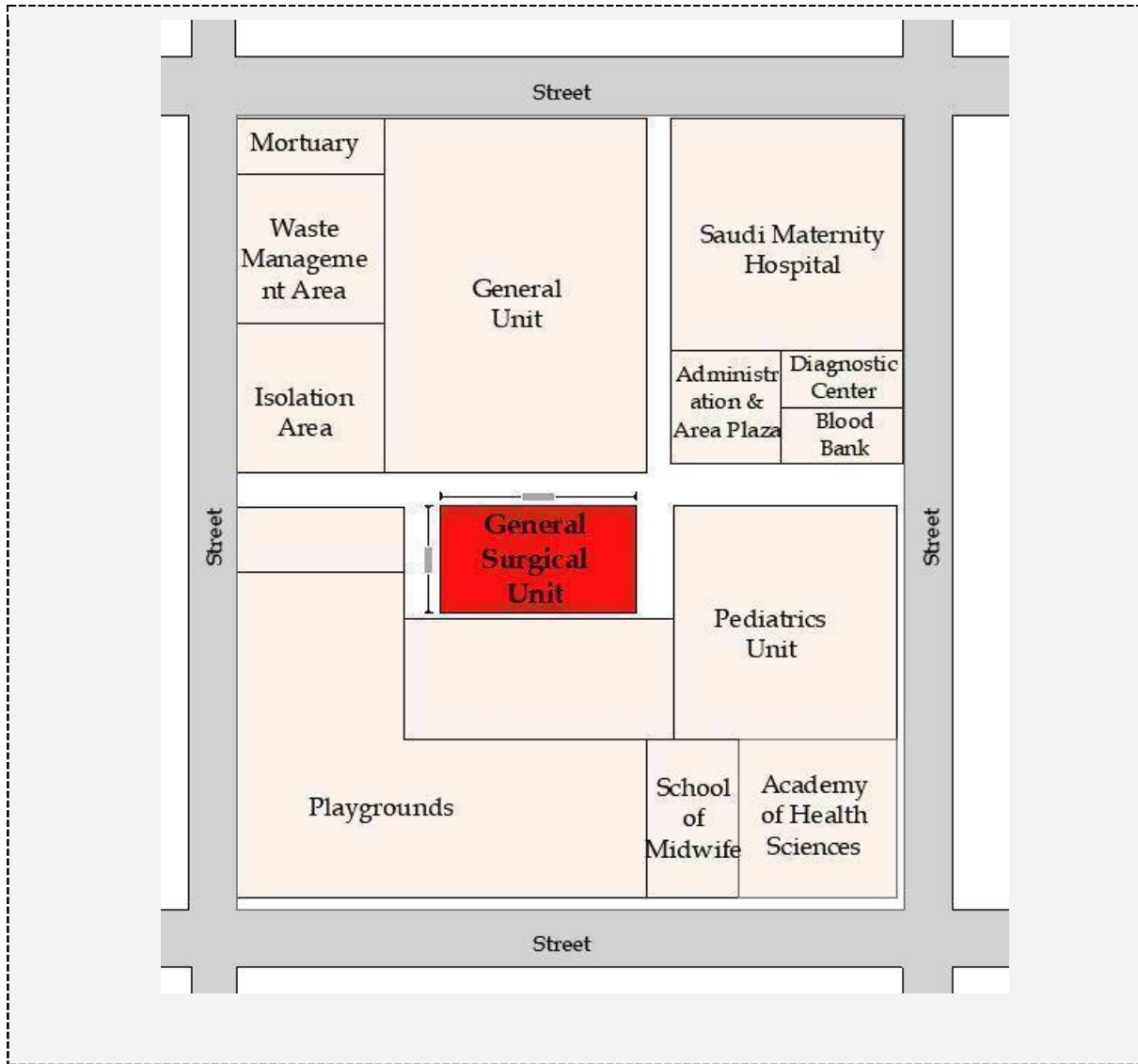
2.1 Project Details

(Brief description of the project including title, location and background and any other relevant details for which the Works are being executed)

The Contractor shall be responsible for the supply, transport/delivery to site, and professional installation of all specified medical gas equipment, pipes and any other related works for the General Surgery Unit phase 1. The complete schedules, material specifications, and quantities are detailed in the attached drawings and Bill of Quantities.

2.2 Site Plan

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



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

The Contractor shall be granted full site access to the designated areas of the ongoing construction site for the General Surgery Unit including designated working spaces to perform the supply, delivery, and installation of the medical gas throughout the duration of the contract.

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

All of the sites of the general surgical unit shall be open for the contractor although the work will be implemented in sections. The site shall be handed over to the contractor upon contract signature and site handover arrangements.

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

The only site which is the new paediatrics unit, Phase 1 was completed. This site is located at the east side of the GSU. The main road of the citadel, which is crossing from north to south, separates the GSU and the Paediatrics unit sites.

5. Description of approved location for the Contractor's¹ Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored (in accordance with Sub-Clause 1.1 of the General Conditions):

The contractor shall select the location of site facilities such as storage of materials, areas dedicated for the tools or equipment that will be used for the work. Additionally, the contractor should obtain the employer's approval regarding the suitability of the location prior to proceeding with the works.

6. Description of Site arrangements that is to be provided for the Employer's use:

The contractor is requested to avail site facilities for his personnel. This may include but not limited to; the offices, furniture, water, electricity, internet, washrooms for ladies and gents ..etc the contractor shall select the suitable area and shall obtain the employer's approval before proceeding with the installation of any facility on site.

¹ For the purposes of this RFQ, when the term "Contractor" is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is accepted after evaluation and who is awarded the Contract, will be included in the Contract.

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

The contractor shall select the disposal areas in accordance with the country and local environmental laws and regulations. All the costs related to the proper management of material, site and material disposal is deemed to be included in the contractor's quoted price for the billed items. Therefore, separate payment for such activities is not applicable in this contract.

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

The contractor shall keep the security and safety of the materials, tools, equipment and any prepared works, in accordance with the general condition of contract.

9. Any other Site details:

NA

SCHEDULE 5: FORMS

5.1 Form for Advance Payment Security

ADVANCE PAYMENT SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Advance Payment Security Number: [#####]

To: UNOPS
[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Contractor**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain works and services (hereinafter called the “**Works**”) to be undertaken by the Contractor (hereinafter called the “**Contract**”).

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an Advance Payment Security. At the request of the Contractor, we irrevocably and unconditionally notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, undertake with you that whenever you give written notice we agree to pay you on demand immediately any sum or sums not exceeding in total an amount of [insert amount(s) in words (and figures) with the relevant currency], (hereinafter called the “**Guaranteed Sum**”) upon receipt by us of your first demand in writing declaring that the supplier is in breach of its obligation under the Contract with respect to the advance payment. It is a condition for any claim and payment under this guarantee to be made, that the advance payment referred to above must have been received by the Contractor.

This Guarantee for Advance Payment (hereinafter called the “**Guarantee**”) is valid and will continue to be valid from the date of this letter and until the Guaranteed Sum has been recovered by you. The Guaranteed Sum shall reduce automatically proportionally to the part of the advance payment you have recovered according to the terms and conditions for the advance payment. This Guarantee will automatically expire upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Contractor.

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

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

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

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any

payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

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

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

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

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

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

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

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

SIGNED by

Name:

Title:

Institution:

Date:

Signature:

Name of witness (block letters):

Occupation of witness:

Address of witness:

Signature of witness:

ADDRESS FOR NOTICES [insert address]

5.2 Form for Performance Security

PERFORMANCE SECURITY

[On the letterhead of the institution issuing the security]

Date: ____/____/____

Performance Security Number: [#####]

To: UNOPS
[insert address of the Employer]

We have been informed that you have entered into a Contract dated [insert date] with [insert company name] (hereinafter called the “**Contractor**”) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain works and services (hereinafter called the “**Works**”) to be undertaken by the Contractor (hereinafter called the “**Contract**”).

We, irrevocably and unconditionally, undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum of [insert amount equivalent to 5 to 10 per cent of the Contract Price in words (and figures) with the relevant currency] (hereinafter called the “**Guaranteed Sum**”).

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED by

Name:

Title:

Institution:

Date:

Signature:

Name of witness (block letters):

Occupation of witness:

Address of witness:

Signature of witness:

ADDRESS FOR NOTICES [insert address]

5.3 Form of Discharge

FORM OF DISCHARGE

[on the Contractor's letterhead]

Date: ____ / ____ / ____

To: UNOPS
[insert address of the Employer]

Dear _____,

[insert Contract title]
[insert Contract Number]
[insert Project Title]

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

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

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

This Discharge shall become effective after the Contractor has received:

- (i) full payment of the amount certified in the Final Payment Certificate; and
- (ii) the Performance Guarantee.

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

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

Yours sincerely,

Contractor's Representative

Name: _____
Title: _____
Address: _____
Date: _____
Signature: _____

SECTION V: REQUIREMENTS

SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER

3.1 Scope of Works

1. Demolition:

Supply, delivery and installation of medical gas works for the general surgery unit parts 1 & 2. The two parts are under construction and the medical gas works are described and specified in the drawings and the BOQ.

The contractor bears full responsibility for the provision, fabrication, assembly, and installation of all medical gas, ensuring strict compliance with the project specifications and drawings. It is mandatory that all executed works conform to rigorous standards for durability, privacy, and medical-grade hygiene.

2. New construction:

New installation of medical gas for newly constructed general surgery unit.

3. Renovation:

NA

4. Design:

NA

5. Supply of Plant and Materials:

NA

3.2 Specifications

3.2.A List of the technical specifications

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

General Specifications & Requirements

Governing Standards: Medical gas pipeline system (MGPS) design, supply, installation, testing, and commissioning shall comply with NFPA 99 (Health Care Facilities Code) and/or ISO 7396-1 / HTM 02-01, depending on the governing code specified by the authority.

Cleanliness: Deliver all materials factory-degreased, oil-free, and sealed in protective wrapping.

Brazing Standard: Continuous oil-free nitrogen back-purging (2-5L / min) required during all silver brazing ($\geq 40\%$ Ag) to prevent oxidation.

Detailed Specifications:

Piping & Supports: seamless medical copper with Non-ferrous/rubber-lined insulated supports at intervals per pipe diameter, in accordance with ASTM B819 / manufacturer's installation tables

Identification: Gas-specific band color coding (BS 1710/ISO 7396-1) and directional flow arrows applied every 3 m and at all wall penetrations.

AVSUs & Alarms: Lockable zone valves with gas-specific indexing, integral test ports (NIST "Non-Interchangeable Screw Thread" or DISS "Diameter Index Safety System") per system design, and microprocessor-based local/master alarm panels.

Terminal Outlets: Quick-connect, gas-specific, non-interchangeable self-sealing terminal units (BS 5682 / DIN 13260-2) - O₂, Air, Vac, N₂O, AGSS.

Testing, Sampling & Performance Standards:

Pressure Strength Test: Pressurized with dry, oil-free nitrogen at 1.5x system working pressure (per gas service), sustained for a minimum of 2 hours with zero pressure drop.

24-Hour Pressure Decay Test: 24-hour nitrogen holding test with zero pressure loss (temperature-corrected) per **NFPA 99 / ISO 7396-1**.

Vacuum Decay Test: Evacuation to -0.8 bar ; maximum loss $\leq 0.05\text{ bar}$ over 4 hours.

Commissioning Certification: Final HTM 02-01 / ISO 7396-1 third-party operational certification .
More details will be found in **Annex 1_ Medical_Gas_Technical_Specifications**

3.2.B Requirements for Contractor's² design

1. The background and purpose for the design:

NA

2. Comprehensive and explicit scope of the Contractor's design:

NA

3. Any pertinent details and technical information:

NA

4. The standards, codes and regulatory requirements the Contractor shall use and comply with in the performance of its obligations under the Contract, for the design:

NA

² For the purposes of this RFQ, when the term "Contractor" is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is selected after evaluation and who is awarded the Contract, will be included in the Contract.

5. Key responsibility and liability matrix for the Contractor's design:

NA

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

NA

7. Quality Management System related to the Contractor's design:

NA

8. The list of all deliverables and/or the Contractor's Documents related to the design:

NA

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

NA

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

NA

3.2.C Quality Management System requirements

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

1. Quality Assurance Plan (QAP)

Before starting work, the Contractor must submit a project-specific QAP for approval, including:

- An organizational chart for the QA/QC team, including the designated QA/QC Inspector (B.Sc. Mechanical Engineering).
- An Inspection and Test Plan (ITP) detailing hold points, witness points, and documentation from delivery to commissioning.
- Document control procedures for shop drawings, data sheets, and as-built drawings.

2. Material Quality and Traceability

The Contractor must strictly control materials for medical hygiene:

- **Material Certification:** Seamless copper piping (ASTM B819) must arrive degreased, oil-free, and sealed. Mill test and cleanliness certificates are required before installation.
- **Component Verification:** AVSUs, alarm panels, and terminal outlets (O₂, Air, Vac, N₂O, AGSS) must be inspected on delivery for BS 5682 / DIN 13260-2 compliance and gas indexing.
- **Handling and Storage:** Store materials in clean, dry areas to prevent contamination.

3. Installation and Workmanship Quality

- **Personnel Qualifications:** Brazers must be certified; records are required before starting hot work.
- **Brazing Protocol Control:** Daily audits must verify continuous nitrogen back-purging (2–5 L/min) during silver brazing ($\geq 40\%$ Ag).
- **Identification and Labeling:** Gas color coding (BS 1710/ISO 7396-1) and flow arrows must be verified every 3 m and at wall penetrations.

4. Inspection, Testing, and Commissioning

The Contractor must complete and document calibrated testing, witnessed by the Employer's Representative:

- **Pressure Strength Test:** Pressurize piping with dry nitrogen at 1.5x working pressure for 2 hours with no pressure drop.
- **24-Hour Pressure Decay Test:** Hold nitrogen for 24 hours with zero pressure loss (NFPA 99 / ISO 7396-1).
- **Vacuum Decay Test:** Evacuate to -0.8 bar with maximum loss ≤ 0.05 bar over 4 hours.

- **Third-Party Certification:** Secure operational certification from an independent agency (HTM 02-01 / ISO 7396-1).

5. Non-Conformance and Corrective Action

- **Defect Management:** Non-compliant items must be documented in a Non-Conformance Report (NCR).
- **Corrective Procedure:** Submit a corrective plan for approval; reworked areas must pass full re-testing before closing the NCR.

6. Final Quality Documentation

At Taking Over, submit a handover package containing:

Final third-party operational certificates.

As-built drawings covering sources, piping, valves, alarms, and terminals.

O&M manuals for all active plant and panel components.

Signed test logs for all passed pressure and decay tests.

3.2.D Health, safety, social and environment requirements

(Description of health, safety, social and environment requirements in accordance with Sub-Clause 4.9 of the General Conditions. At a minimum, these requirements must include the UNOPS [minimum health and safety requirements](#) and the [minimum social and environmental requirements](#) for Contractors.)

UNOPS endeavours, in all its projects and operations, to prevent personal injuries, ill health and damage to property.

Hence, the contractor shall submit the documents that demonstrate its commitment on Health, safety, social and environment requirements in accordance with the General Conditions Contract into its own operation as well as construction projects

The documents could be Health and safety plan, environmental management system such as ISO 14001 or its equivalent.

BIDDERS TO REFER TO ATTACHED “UNOPS MINIMUM HEALTH AND SAFETY REQUIREMENTS FOR CONTRACTORS” TO AWARE THEMSELVES OF THE MINIMUM HSSE REQUIREMENTS OF UNOPS. THE CONTRACTOR IS REQUESTED TO INCLUDE THE RATES TO COMPLY WITH HSSE REQUIREMENTS IN THE BOQ AND THIS DOCUMENT.

3.2.E Sustainability requirements

(Description of sustainability requirements if any)

NA

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

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

	No.	Description of the Item	Unit
Facilities	1	NA	
	2		
	3		
	4		
	5		
Equipment	1	NA	
	2		
	3		
	4		
	5		
Materials	1	NA	
	2		
	3		
	4		

	5		
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3.2.G Training requirements

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

Training Topic 1

- **Description:**
- **Details of trainees:**
- **Training duration/dates:**
- **Trainer requirements:**
- **Training facilities:**
- **Training materials:**

Training Topic 2

- **Description:**
- **Details of trainees:**
- **Training duration/dates:**
- **Trainer requirements:**
- **Training facilities:**
- **Training materials:**

Training Topic 3

- **Description:**
- **Details of trainees:**
- **Training duration/dates:**
- **Trainer requirements:**
- **Training facilities:**
- **Training materials:**

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

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

Upon Taking Over of the Works, the Contractor shall provide as-built drawings for the following:

- Source Equipment & Plant Details
- Piping & Material Specifications
- Zone Valves & Isolation Points
- Alarm & Monitoring Systems
- Terminal Units (Outlets & Inlets)

3.3 Drawings

(List of Drawings and the link to the Drawings)

Medical Gas List Of drawings (GSU Phase 1 Part 1)

	Drawing No.	Sheet Name
1	MG-00	List of Drawings
2	MG-01	MEDICAL GAS-Genaral Layout
3	MG-02	MEDICAL GAS-Block A & part of block C
4	MG-03	MEDICAL GAS-Block C&D
5	MG-04	MEDICAL GAS-CSSD and Medical Gas Room
6	MG-05	MEDICAL GAS-Block B
7	MG-06	Medical Services Schedule

3.4 Valuation and Payment

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

Sub-Clause No.	Description	Details
9.3	Provisional Sums items	NA
10.1	Method of valuation	☐ Lump sum only ☒ Measure and pay only ☐ Combination of measure and pay and lump sum
10.1	Installments or Schedule of Payments (in the case of lump sum payments)	1. % of the Contract Price 2. % of the Contract Price 3. % of the Contract Price
10.3	Timing for submission of Statements	Monthly, on 25th of the month
10.3	Requirements for the submission of Statements	Approved shop drawings, measurement sheets and the contract. In addition to the BoQ items
10.3	Payment for Plant and/or Materials delivered to Site	% of substantiated value of Plant and/or Materials
10.3	Plant and Materials listed for payment when delivered to Site	NA
10.3	Plant and Materials listed for payment when shipped to the Country	NA

3.5 Programme Requirements

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

The contractor shall submit a program that details the completion of works within 60 days (two months) as per the industry practices.

3.6 Nominated Subcontractors

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

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

3.7 Reporting Requirements

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

Bi-weekly report to be submitted to monitor the progress of work

3.8 Employer's Delegations

No.	Clause/ Sub-Clause No. and title	Delegated duties and authorities	Designation	Remark
1				
2				
3				

3.9 Key Personnel Requirements

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

No.	Position description/Title	Required qualification	Number of needed personnel	Area of experience required	Years of relevant experience required
1	Mechanical engineer Technical supervisor	Diploma or BSc Mechanical engineering	1	at least two years experience in similar works or in the medical gas works	4 years
2	Mechanical engineer QA/QC Inspector	Diploma or BSc Mechanical I engineering	2	at least two years experience in similar works or in the medical gas works	3 years
3	Medical gas installations technician	Technical Diploma	2	at least two years experience in similar works or in the medical gas works	3 years

4	certified brazer	Technical Diploma	2	at least three years experience in similar works or in the medical gas works	3 years
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3.10 Equipment and Machinery Requirements

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

No.	Description of item (Equipment or Machinery)	Units	Remarks
1	Brazing & Joining Tools: Oxy-acetylene or nitrogen-purged silver brazing rigs	2	
2	Pressure testing equipment: Test gauges and pressure test kits	2	
3	Pipe Preparation Tools: Cutting, cleaning, and degreasing equipment	2	
4	Vacuum pumps and testing equipment: Specifically for medical vacuum systems	2	
5	Calibration equipment: For alarms and pressure gauges	2	

3.11 Insurance Requirements

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

Insurances	Additional details on scope of cover	Validity period	Limit of liability
Construction all risk insurance for Works, Plants and Materials	As per contract general conditions	Completion, termination or expiry of the Contract.	Up to 100% of contract sum.

Public liability insurance	As per contract general conditions	Completion, termination or expiry of the Contract.	up to \$10,000
Workers' compensation insurance	As per contract general conditions	Completion, termination or expiry of the Contract.	To be calculated according to Labour Law in Sudan
Insurances required by Laws and by local practice	as per the country laws	Completion, termination or expiry of the Contract.	To be calculated according to Labour Law in Sudan
Any other insurances			
Professional indemnity insurance (if applicable)			