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# REQUEST FOR PROPOSAL

## **Supervision of Construction of the New Medical Warehouse in Manica (Chimoio)**

RFP No.: 001\_2019

Project: Health System Strengthening

Country: Mozambique

Issued on: 11 July 2019

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## Section 1. Letter of Invitation

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The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - o Form A: Technical Proposal Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Proposal
  - o Form F: Financial Proposal Submission Form
  - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to [procurement.mozambique@undp.org](mailto:procurement.mozambique@undp.org), indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Amy Nkuna

Title: Procurement Assistant

Date: **July 11, 2019**

Approved by:



Name: Abdourahmane Dia

Title: Deputy Resident Representative

Date: **July 11, 2019**

## Section 2. Instruction to Bidders

### A. GENERAL PROVISIONS

1. Introduction
  - 1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
  - 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.
  - 1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality
  - 2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at [http://www.undp.org/content/undp/en/home/operations/accountability/audit/office\\_of\\_audit\\_andinvestigation.html#anti](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti)
  - 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
  - 2.3 In pursuance of this policy, UNDP
    - (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
    - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
  - 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)
3. Eligibility
  - 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
  - 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.

- 4. Conflict of Interests**
- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
- a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.
- 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
- a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
- Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.
- 4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.

## B. PREPARATION OF PROPOSALS

- |                                           |                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>5. General Considerations</b>          | <p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p> |
| <b>6. Cost of Preparation of Proposal</b> | <p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>                                                                                              |
| <b>7. Language</b>                        | <p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>                                                                                                                                                                                                                             |
| <b>8. Documents</b>                       | <p>8.1 The Proposal shall comprise of the following documents:</p>                                                                                                                                                                                                                                                                                                                              |

|                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Comprising the Proposal</b>                                                    | <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | <p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>10. Technical Proposal Format and Content</b>                                  | <p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>                                                                                                                                                                                                                                                                                                                                                          |
| <b>11. Financial Proposals</b>                                                    | <p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>12. Proposal Security</b>                                                      | <p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails:</li> </ul> |

- i. to sign the Contract after UNDP has issued an award; or
- 12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

### 13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:
  - a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
  - b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

### 14. Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
  - a) Those that were undertaken together by the JV, Consortium or Association; and
  - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.



- 15. Only One Proposal**
- 15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
- 15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
  - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
  - c) they have the same legal representative for purposes of this RFP; or
  - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;
  - e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or
  - f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
- 16. Proposal Validity Period**
- 16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
- 16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
- 17. Extension of Proposal Validity Period**
- 17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.
- 17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
- 18. Clarification of Proposal**
- 18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
- 18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
- 18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
- 19. Amendment of Proposals**
- 19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.

- 19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
- 20. Alternative Proposals**
- 20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
- 20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
- 21. Pre-Bid Conference**
- 21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.

## C. SUBMISSION AND OPENING OF PROPOSALS

- 22. Submission**
- 22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
- 22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.
- 22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
- Hard copy (manual) submission**
- 22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
- a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
  - b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:
    - i. Bear the name and address of the bidder;
    - ii. Be addressed to UNDP as specified in the BDS

- iii. Bear a warning that states *"Not to be opened before the time and date for proposal opening"* as specified in the BDS.

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

#### **Email Submission**

22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
- b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
- c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

#### **eTendering submission**

22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
- b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
- d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
- c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
- d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

#### **23. Deadline for Submission of Proposals and Late Proposals**

- 23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP
- 23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.

#### **24. Withdrawal, Substitution, and Modification of Proposals**

- 24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.
- 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of

Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"

24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.

24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened

#### 25. Proposal Opening

25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.

### D. EVALUATION OF PROPOSALS

#### 26. Confidentiality

26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.

#### 27. Evaluation of Proposals

27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

27.2 Evaluation of proposals is made of the following steps:

- a) Preliminary Examination
- b) Minimum Eligibility and Qualification (if pre-qualification is not done)
- c) Evaluation of Technical Proposals
- d) Evaluation of Financial Proposals

#### 28. Preliminary Examination

28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.

#### 29. Evaluation of Eligibility and Qualification

29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).

29.2 In general terms, vendors that meet the following criteria may be considered qualified:

- a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;
- b) They have a good financial standing and have access to adequate financial

resources to perform the contract and all existing commercial commitments,

- c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;
- d) They are able to comply fully with UNDP General Terms and Conditions of Contract;
- e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
- f) They have a record of timely and satisfactory performance with their clients.

### 30. Evaluation of Technical and Financial Proposals

- 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

#### Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

#### Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

#### Total Combined Score:

**Combined Score** = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

### 31. Due Diligence

- 31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the

following:

- a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;
- e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
- f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

**32. Clarification of Proposals**

- 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.
- 32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.
- 32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

**33. Responsiveness of Proposal**

- 33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.
- 33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**34. Nonconformities, Repairable Errors and Omissions**

- 34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.
- 34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.
- 34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:
  - a) 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 UNDP 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;
  - b) 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

- c) 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.

34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## E. AWARD OF CONTRACT

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>35. Right to Accept, Reject, Any or All Proposals</b>   | 35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.                                                                                                                                                                                                                                                                                                                       |
| <b>36. Award Criteria</b>                                  | 36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>37. Debriefing</b>                                      | 37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.                                                                                                                                                                                                                                                                                                 |
| <b>38. Right to Vary Requirements at the Time of Award</b> | 38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>39. Contract Signature</b>                              | 39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.                                                                                                                                                                                                                                                                                                                |
| <b>40. Contract Type and General Terms and Conditions</b>  | 40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>41. Performance Security</b>                            | 41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| <b>42. Bank Guarantee for Advanced Payment</b>             | 42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at                                                                                                                                                                                                                                                                                                          |



[https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP\\_POPP\\_DOCUMENT\\_LIBRARY/Public/PSU\\_Contract%20Management%20Payment%20and%20Taxes\\_Advanced%20Payment%20Guarantee%20Form.docx&action=default](https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default)

- |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>43. Liquidated Damages</b> | 43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>44. Payment Provisions</b> | 44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>45. Vendor Protest</b>     | 45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:<br><a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>                                                                                                                                                                                                                                                                                                                                                  |
| <b>46. Other Provisions</b>   | <p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15<br/><a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p> |



### Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

| BDS No. | Ref. to Section.2 | Data                                                                  | Specific Instructions / Requirements                                                                                                                                    |
|---------|-------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | 7                 | Language of the Proposal                                              | English or Portuguese                                                                                                                                                   |
| 2       |                   | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed                                                                                                                                                             |
| 3       | 20                | Alternative Proposals                                                 | Shall not be considered                                                                                                                                                 |
| 4       | 21                | Pre-proposal conference                                               | Will not be conducted                                                                                                                                                   |
| 5       | 10                | Proposal Validity Period                                              | 90 days                                                                                                                                                                 |
| 6       | 14                | Bid Security                                                          | Not Required                                                                                                                                                            |
| 7       | 41                | Advanced Payment upon signing of contract                             | Allowed up to a maximum of 10% of contract value                                                                                                                        |
| 8       | 42                | Liquidated Damages                                                    | Will be imposed as follows:<br>Percentage of contract price per day of delay: 0.3%<br><br>Max. number of days of delay 10, after which UNDP may terminate the contract. |

|    |               |                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----|---------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | 40            | Performance Security                                                                                | Required in the amount of 10% of proposed contract amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 10 | 18            | Currency of Proposal                                                                                | United States Dollar or Meticaís                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11 | 31            | Deadline for submitting requests for clarifications/ questions                                      | 7 days before the submission deadline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12 | 31            | Contact Details for submitting clarifications/questions                                             | Focal Person in UNDP: Amy Nkuna<br>E-mail address: <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a> and <a href="mailto:mauro.salia@undp.org">mauro.salia@undp.org</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Direct communication to prospective Proposers by email and Posting on the website: <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a> and <a href="http://www.ungm.org">www.ungm.org</a> .<br><br>Email: <a href="mailto:procurement.mozambique@undp.org">procurement.mozambique@undp.org</a> for clarifications                                                                                                                                                                                                                                                                                                                                   |
| 14 | 23            | Deadline for Submission                                                                             | July 31, 2019 12:00 AM Mozambique, Maputo, local time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14 | 22            | Allowable Manner of Submitting Proposals                                                            | <input checked="" type="checkbox"/> Courier/Hand Delivery<br><br>Technical and Financial Proposals should be in separate envelopes indicating reference below:<br><b>RFP001_2019 Supervision for Construction of a new Medical Warehouse in Manica (Chimoio) in Mozambique</b><br>Original Technical Proposal: one (1)<br>Original Financial Proposal: one (1)<br><br>Copies: (1) Hard Copy and (1) soft copy on CD/DVD (when submitted in hard copy) Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.<br><br><input checked="" type="checkbox"/> Submission by email |
| 15 | 22            | Proposal Submission Address                                                                         | <b>For hard copies</b><br><br>Tender Box located at:<br><b>RFP001_2019 Supervision for Construction of a new Medical Warehouse in Manica (Chimoio) in Mozambique</b><br>UNDP Mozambique<br>Av. Kenneth Kaunda 921/931<br><b><u>Maputo – Mozambique</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                            |

### For electronic submission

E-mail address: [procurement.mozambique@undp.org](mailto:procurement.mozambique@undp.org)

|    |          |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|----------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16 | 22       | Electronic submission (email or eTendering) requirements | <ul style="list-style-type: none"> <li>Format: PDF files only and additional copy of Bill of Quantities in excel format.</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 (<i>for email submission only</i>)</li> <li>Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> <li>Max. File Size per transmission: 10Mb</li> <li>Mandatory subject of email: <b>UNDP MOZ RFP 001_2019 Construction of the new medical warehouse in Chimoio (Manica)</b></li> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:</li> <li>UNDP Mozambique (Av. Kenneth Kaunda 921/931 – Maputo – Mozambique.</li> <li>Note that there is no restriction to number of files to be transmitted. Offers can be divided in several files provided if each of them are smaller than 10 Mb and that they are all received in the above stated email address before</li> <li><input checked="" type="checkbox"/> No. of copies to be transmitted : 1</li> </ul> |
| 17 | 27<br>36 | Evaluation Method for the Award of Contract              | <p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 18 |          | Expected date for commencement of Contract               | <i>August 12, 2019</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 19 |          | Maximum expected duration of contract                    | 12 Months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 20 | 35       | UNDP will award the contract to:                         | One Proposer Only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 21 | 39       | Type of Contract                                         | Purchase Order and Contract for Goods and Services for UNDP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

|    |    |                                                    |                                                                                                                                                                                                                                          |
|----|----|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Professional Services<br><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a> |
| 23 |    | Other Information Related to the RFP               | <i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>                               |

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

| Subject                                                | Criteria                                                                                                                                                                                                         | Document Submission requirement            |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>ELIGIBILITY</b>                                     |                                                                                                                                                                                                                  |                                            |
| <b>Legal Status</b>                                    | Vendor is a legally registered entity.                                                                                                                                                                           | Form B: Bidder Information Form            |
| <b>Eligibility</b>                                     | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.            | Form A: Technical Proposal Submission Form |
| <b>Conflict of Interest</b>                            | No conflicts of interest in accordance with ITB clause 4.                                                                                                                                                        | Form A: Technical Proposal Submission Form |
| <b>Bankruptcy</b>                                      | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Submission Form |
| <b>Certificates and Licenses</b>                       | Minimum class of license 3                                                                                                                                                                                       |                                            |
| <b>QUALIFICATION</b>                                   |                                                                                                                                                                                                                  |                                            |
| <b>History of Non-Performing Contracts<sup>1</sup></b> | Non-performance of a contract did not occur as a result of contractor default for the last 3 years.                                                                                                              | Form D: Qualification Form                 |

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                     |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Litigation History</b>  | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.                                                                                                                                                                                                                                                                                                                                                             | Form D: Qualification Form                                          |
| <b>Previous Experience</b> | <p>Minimum 5 years of relevant experience.</p> <p>Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years that have been successfully and substantially (80% or more) completed.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>                                                                                                                                  | <p>Form D: Qualification Form</p> <p>Form D: Qualification Form</p> |
| <b>Financial Standing</b>  | <p>Minimum average annual turnover of USD150,000 for the last 3 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Any additional criteria if required</p> | <p>Form D: Qualification Form</p> <p>Form D: Qualification Form</p> |

## Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms |                                                        | Points Obtainable |
|------------------------------------------------|--------------------------------------------------------|-------------------|
| 1.                                             | Bidder's qualification, capacity and experience        | 300               |
| 2.                                             | Proposed Methodology, Approach and Implementation Plan | 300               |
| 3.                                             | Management Structure and Key Personnel                 | 400               |
| <b>Total</b>                                   |                                                        | <b>1000</b>       |

| Section 1. Bidder's qualification, capacity and experience |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Points obtainable |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.1                                                        | Reputation of Organization and Staff Credibility / Reliability / Industry Standing                                                                                                                                                                                                                                                                                                                                                                                             | 50                |
| 1.2                                                        | General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted                                                                                                                                                                                                                                             | 90                |
| 1.3                                                        | Relevance of specialized knowledge and experience on similar engagements done in the region/country                                                                                                                                                                                                                                                                                                                                                                            | 70                |
| 1.4                                                        | Quality assurance procedures and risk mitigation measures                                                                                                                                                                                                                                                                                                                                                                                                                      | 60                |
| 1.5                                                        | Organizational Commitment to Sustainability (mandatory weight)<br>-Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points<br>-Organization is a member of the UN Global Compact -5 points<br>-Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues | 30                |
| <b>Total Section 1</b>                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>300</b>        |

| Section 2. Proposed Methodology, Approach and Implementation Plan |                                                                                                                                                                                                        | Points obtainable |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 2.1                                                               | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 50                |
| 2.2                                                               | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference                                                                              | 50                |
| 2.3                                                               | Details on how the different service elements shall be organized, controlled and delivered                                                                                                             | 50                |
| 2.4                                                               | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement                                                     | 50                |

|     |                                                                                                                                               |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------|----|
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 50 |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract                | 50 |

**Total Section 2** **300**

| <b>Section 3. Management Structure and Key Personnel</b> |                                                                                                                                                                              | <b>Points obtainable</b> |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 3.1                                                      | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? | 60                       |
| 3.2                                                      | Qualifications of key personnel proposed                                                                                                                                     |                          |
| 3.2 a                                                    | Team Leader (Resident Architect or Civil Engineer)                                                                                                                           | 130                      |
|                                                          | - General Experience                                                                                                                                                         | 30                       |
|                                                          | - Specific Experience relevant to the assignment                                                                                                                             | 60                       |
|                                                          | - Regional/International experience                                                                                                                                          | 30                       |
|                                                          | - Language Qualifications                                                                                                                                                    | 10                       |
| 3.2 b                                                    | Senior Expert (Resident Civil Engineer)                                                                                                                                      | 70                       |
|                                                          | - General Experience                                                                                                                                                         | 15                       |
|                                                          | - Specific Experience relevant to the assignment                                                                                                                             | 25                       |
|                                                          | - Regional/International experience                                                                                                                                          | 20                       |
|                                                          | - Language Qualifications                                                                                                                                                    | 10                       |
| 3.2 b                                                    | Senior Expert (Hydraulic Engineer)                                                                                                                                           | 70                       |
|                                                          | - General Experience                                                                                                                                                         | 15                       |
|                                                          | - Specific Experience relevant to the assignment                                                                                                                             | 25                       |
|                                                          | - Regional/International experience                                                                                                                                          | 20                       |
|                                                          | - Language Qualifications                                                                                                                                                    | 10                       |
| 3.2 d                                                    | Senior Expert (Electrical Engineer)                                                                                                                                          | 70                       |
|                                                          | - General Experience                                                                                                                                                         | 15                       |
|                                                          | - Specific Experience relevant to the assignment                                                                                                                             | 25                       |
|                                                          | - Regional/International experience                                                                                                                                          | 20                       |
|                                                          | - Language Qualifications                                                                                                                                                    | 10                       |
| <b>Total Section 3</b>                                   |                                                                                                                                                                              | <b>400</b>               |



## Section 5. Terms of Reference

### TERMS OF REFERENCE FOR CONTRACTING RESIDENT SUPERVISION FOR THE CONSTRUCTION WORKS OF THE NEW MEDICAL WAREHOUSE IN THE MUNICIPALITY OF CHIMOIO, MANICA

#### 1. INTRODUCTION

The “Health System Strengthening System” Project aims to strengthen the national health system by strengthening the management of the medical supply chain system and improving the outcome of TB-MDR treatment through improved safety, protection and storage of medicines, vaccines and other health products at the sub national level. The project is carried out through cooperation between the United Nations Development Program (UNDP) and the Ministry of Health of the Republic of Mozambique, through the Central de Medicamentos e Artigos Médicos (CMAM) (Medicines and Medical Supply Central).

UNDP intervention under this project will contribute to the implementation of the CMAM Strategic Plan for Pharmaceutical Logistics (PELF). The construction of a medical warehouse in Chimoio is part of this agreement. Thus, to ensure proper implementation of the activities, UNDP would like to hire a consulting firm to oversee the construction works of the new Chimoio medical warehouse.

#### 1.1. Description of the project for the new Chimoio medical warehouse

Due to the need to implement supplementary buildings and the possible need for future expansion, the project will be implemented in a plot of approximately 4ha, with a quadrangular form (200mx200m) and some topographical irregularity.

The referenced warehouse is designed for a capacity of 1200 pallets of goods and other medical articles, cold rooms and also separate storage for toxic and flammable products.

The foundations of the buildings are reinforced concrete, raised in mixed reinforced concrete structure and metallic profiles and the IBR sheet cover based on metal profile structure.

The contract regime will be Pricing Series, subject to remedial of the executed works for the issuance of the respective file.

The project is made up of the following buildings:

|   | Building                                   | Covered area         |
|---|--------------------------------------------|----------------------|
| 1 | Medical warehouse                          | 4.580 m <sup>2</sup> |
| 2 | Warehouse for flammable and toxic products | 250 m <sup>2</sup>   |
| 3 | Maintenance workshops                      | 150 m <sup>2</sup>   |
| 4 | Machine House                              | 66 m <sup>2</sup>    |
| 5 | Security cabin                             | 15 m <sup>2</sup>    |
| 6 | Waste house                                | 42 m <sup>2</sup>    |
| 7 | Water Deposit                              | 77 m <sup>2</sup>    |
|   | Total area covered                         | 5.030 m <sup>2</sup> |

## **2. OBJECTIVE OF CONSULTANCY**

The supervision service aims to ensure the technical control of the quality and quantity of the performed work, compliance with the established deadlines and observance of the work contract conditions.

## **3. JOB DESCRIPTION**

The consultancy firm is assigned to provide quality work within the expected deadline and budget. The Client is entitled to supervise all work and approve the operation plan, work methodology and progress, as well as to accept or reject the results of the works if the quality, transparency and impartiality guarantee is not observed.

The inspection shall carry out all tasks necessary to achieve the defined objective, which shall include, but not be limited to:

- Support the Client and the Contractor in order to obtain any necessary authorizations for the implementation of the project;
- Ensure that national and international occupational safety and health standards are being followed;
- Ensure the registration of all events and resources used, i.e. materials, facilities and work, particularly in circumstances that may lead to disputes or claims;
- Supervise and approve the contractor's construction, programming and coordination activities;
- Analyze and approve the construction methods, the quality of the execution and the materials used by the contractor;
- Control and inform the Client of changes to the work program, budget and design in the work;
- Monitor the daily progress of the work activities until completion and register in the Workbook;
- Ensure the holding of work meetings (weekly and emergency) and the recording of minutes in the Workbook;
- Design the executive project of the foundations of all buildings, as well as the soil test, to be delivered to the contractor at the beginning of the work;
- Prepare the Initial Report, which should include the evaluation of the work's executive projects and the work execution plan;
- Prepare the Work Closure Report;
- Ensure that the work is carried out in accordance with internationally recognized quality standards and specifications (engineering design, drawings, technical specifications, quantity map, etc.) within the time frame stipulated in the work program;
- Ensure that all work that does not meet contractual and / or regulated quality requirements is rejected;
- Request specific and general tests from the contractor for the certification and confirmation of quality and adherence to the specifications of the materials to be used in the work;
- Certify the quality and completion of the works;
- Advise the contractor in the selection of equipment, through the evaluation of minimum requirements, by type and specification;
- Prepare and regularly maintain a list of the contractor's equipment, facilities and machines to verify the mobilization;

- Inspect the contractor's construction equipment to ensure compliance with the manufacturer's requirements and compliance with international pollution, noise and vibration standards;
- Ensure that the materials used in construction work come from certified sources;
- Propose technical solutions for incompatibilities that may occur in the work, related to changes or modifications in existing projects, subject to validation by the Client;
- Approve the monthly measurement records with presentation of explanatory calculation and other elements necessary to understand the quantities obtained;
- Monthly prepare Technical Financial Reports with a summary of all information gathered in the supervision, monitoring and control of the work;
- Inform the Client on changes in the contractor's cost or schedule of work with presentation of reports containing the description of all works and constraints in a detailed manner. The client shall be informed on these changes and approve them before they are implemented;
- Perform physical goal settings, with justifications of suppression and additions in services, calculation memories and unit price composition;
- Indicate the necessary technical procedures, to reframe the originally contracted physical goals;
- Analyze and approve the design of the final installation (as built) prepared by the contractor;
- Approve subcontractors by the contractor for the execution of specialized services, as per Client knowledge;
- Coordinate activities between the Client and contractor with quality, transparency and impartiality;
- Inform the Client on all previous items;
- Exercise any and all powers delegated by the Client under the construction contract and guarantee the successful delivery of the project;
- Any other duties related to the normal roles and responsibilities of a Consultant.

#### **4. PRODUCT DESCRIPTION**

In addition to the activities described in the previous item, the Supervision shall monthly submit the Technical-Financial Report (in Portuguese and English), which shall include the names and contacts of those involved in each described action. These reports must be presented in electronic form and a printed form on company letterhead, duly bound, stamped, dated and signed by the company's technical officer. Possible misunderstandings, imperfections or lack of details not detected at the time of delivery and approval of the above mentioned documents, do not exempt the contractor from repairing them, when requested.

For a better quality of the services provided, it is determined that the inspection activities must be adapted to the contractor's construction schedule and work schedule. The reports should contain at least the following information:

##### **a. Executive Project of the Foundations**

The executive project of the foundations of all buildings should be provided to the contractor at the beginning of the work. The soil test should be conducted and presented to the executive project of the foundations.

##### **b. Initial work report**

The initial work report should at least contain:

- Summary of Contractual Information (of the Inspection and Contract);

- Analysis and evaluation of executive projects;
- Updating of the work methodology;
- Work schedule.

#### **c. Monthly Technical-Financial Report**

The Technical Financial Report shall be provided to the Client on a monthly basis, providing all information on the progress of the supervision contract and the progress of the work in the technical, financial and administrative aspects necessary to document and keep the Client informed on the problems and the steps to be taken. It should at least contain the following:

- Summary of facts that deserve the attention of the Client;
- Results of controls;
- General comment on quality controls;
- Construction activities;
- Physical-financial schedule with the expected x performed activities.
- Planning for next month;
- Documentation for the re-scheduling of physical goals: Map of suppression quantities, additions and extra services, justifications, new plants, new budget, among others;
- Monthly measurement file.

#### **d. Final report of the work (Work Closure Report)**

The projects and works' macros shall be consolidated. All information relevant to the maintenance of the building should be listed. It should at least contain the following:

- Provisional reception of the work;
- Report on work with major events and constraints;
- Recommendations to be adopted for project improvement;
- Preparation of the final accounts related to the project and contractual termination;
- Final Measurement Map, containing all measurements made;
- Approved "As Built" project. It shall comprise the descriptive record and the graphic representation of the relevant drawings of all service items that are components of the works executed under supervision. It shall present in detail all changes made and accompanied by all tests;
- Results of testing of materials;
- Warranty certificates referring to all materials and services related to the work.

### **5. SCOPE OF THE PRICE PROPOSAL AND PAYMENT SCHEDULE**

The proposal shall include the costs of service charges and all costs of required material and equipment, as well as transportation to produce each of the above results.

The Client shall provide at the construction site, for inspection use:

- Office with 9 m<sup>2</sup>, with air conditioning, 1 table, 2 chairs, placard to fix drawings and other documentation, shelf with shelves and a refrigerator of 50 litres.
- Meeting Room with 9 m<sup>2</sup>, with air conditioning, table and chairs (6 seats), placard to fix drawings and other documentation, to be used with the Contractor.
- 17" notebook computer with Dual Core processor (this equipment will revert to the Owner of Work after the completion of the work);
- Black & White Laser-jet printer (this equipment will revert to the Owner of Work after the completion of the work);
- Modem for data transmission (this equipment will revert in favour of the Owner of Work after the

- conclusion of the same one);
- Maintenance of the Office and the Meeting Room, including water, power and internet expenses.

The contract will be of the Global Price type, with payments in thirteen instalments, according to the above described technical specifications and objectives, after due certification by the Client. Payment will be made in accordance with the following results:

|                             |                                                      |
|-----------------------------|------------------------------------------------------|
| 1 <sup>st</sup> Instalment  | Upon signature of the contract                       |
| 10 % of the contract price  |                                                      |
| 2 <sup>nd</sup> Instalment  | Upon completion and acceptance of results 1          |
| 10 % of the contract price  | (Initial Report and Executive Design of Foundations) |
| 3 <sup>rd</sup> Instalment  | Upon completion and acceptance of result 2           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 4 <sup>th</sup> Instalment  | Upon completion and acceptance of result 3           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 5 <sup>th</sup> Instalment  | Upon completion and acceptance of result 4           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 6 <sup>th</sup> Instalment  | Upon completion and acceptance of result 5           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 7 <sup>th</sup> Instalment  | Upon completion and acceptance of result 6           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 8 <sup>th</sup> Instalment  | Upon completion and acceptance of result 7           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 9 <sup>th</sup> Instalment  | Upon completion and acceptance of result 8           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 10 <sup>th</sup> Instalment | Upon completion and acceptance of result 9           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 11 <sup>th</sup> Instalment | Upon completion and acceptance of result 10          |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 12 <sup>th</sup> Instalment | Upon completion and acceptance of result 11          |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 13 <sup>th</sup> Instalment | Upon completion and acceptance of result 12          |

|                            |                |
|----------------------------|----------------|
| 10 % of the contract price | (Final report) |
|----------------------------|----------------|

In the event of any delay in the work or need for additional services requested by the Client after delivery and approval of the Final Report, the extension of these services will be agreed on a case-by-case basis and it will be considered as an Additional Service under the Contract.

## 6. QUALIFICATIONS

The company should be duly registered and licensed with a **minimum of Class 3 License**.

The Supervisory team should consist of a minimum of four people, as follows:

- Senior Resident Engineer / Project Manager (at least 15 years of relevant proven experience, minimum Civil Engineering or Architecture Course);
- Resident Engineer (at least 5 years of relevant proven experience, minimum Civil Engineering Course);
- Hydraulic Engineer (at least 5 years of proven relevant experience, minimum Hydraulic Engineering course).
- Electrotechnical Engineer (at least 5 years of proven relevant experience, minimum Electrotechnical Engineering course).

Each member of the Supervision team should be adequately qualified and have the Client's approval. Notwithstanding the above detailed team, the Inspection shall be responsible for ensuring that the number of staff is enough to meet the complexity of the project, and to ensure that there is always a presence on the construction site during the construction phase.

## 7. SKILLS

- Work supervision will be carried out by a qualified team with satisfactory experience in the tasks of similar nature and dimensions;
- The inspection should have highly qualified and experienced experts, who can skilfully perform all construction supervision tasks;
- The inspection should be able to anticipate decision-making on any technical problems on site;
- The inspection should be fully familiar with all standard procedures specified in the contract documents;
- Ability to meet deadlines, solve problems, work both independently and as part of a team;
- Demonstrate knowledge of local and international building codes, work safety requirements, and procedures of government agencies.

## 8. DURATION OF WORK

The duration of the supervision contract will last from 12 August 2019 to 11 August 2020, within a 12-month time frame. The beginning of the Inspection work precedes the beginning of the work which lasts until the delivery and approval of the Final Report of the Work. The duration of the work is 10 months.

## 9. WORKPLACE

During the work execution period, the Inspection team will work at the construction site, located in the Municipality of Chimoio, Manica province, Mozambique.

The Client will facilitate access to the project area, as well as all existing drawings and location information in digital format.

## Section 5. Terms of Reference

### TERMS OF REFERENCE FOR CONTRACTING RESIDENT SUPERVISION FOR THE CONSTRUCTION WORKS OF THE NEW MEDICAL WAREHOUSE IN THE MUNICIPALITY OF CHIMOIO, MANICA

#### 2. INTRODUCTION

The “Health System Strengthening System” Project aims to strengthen the national health system by strengthening the management of the medical supply chain system and improving the outcome of TB-MDR treatment through improved safety, protection and storage of medicines, vaccines and other health products at the sub national level. The project is carried out through cooperation between the United Nations Development Program (UNDP) and the Ministry of Health of the Republic of Mozambique, through the Central de Medicamentos e Artigos Médicos (CMAM) (Medicines and Medical Supply Central).

UNDP intervention under this project will contribute to the implementation of the CMAM Strategic Plan for Pharmaceutical Logistics (PELF). The construction of a medical warehouse in Chimoio is part of this agreement. Thus, to ensure proper implementation of the activities, UNDP would like to hire a consulting firm to oversee the construction works of the new Chimoio medical warehouse.

#### 9.1. Description of the project for the new Chimoio medical warehouse

Due to the need to implement supplementary buildings and the possible need for future expansion, the project will be implemented in a plot of approximately 4ha, with a quadrangular form (200mx200m) and some topographical irregularity.

The referenced warehouse is designed for a capacity of 1200 pallets of goods and other medical articles, cold rooms and also separate storage for toxic and flammable products.

The foundations of the buildings are reinforced concrete, raised in mixed reinforced concrete structure and metallic profiles and the IBR sheet cover based on metal profile structure.

The contract regime will be Pricing Series, subject to remedial of the executed works for the issuance of the respective file.

The project is made up of the following buildings:

|   | Building                                   | Covered area         |
|---|--------------------------------------------|----------------------|
| 1 | Medical warehouse                          | 4.580 m <sup>2</sup> |
| 2 | Warehouse for flammable and toxic products | 250 m <sup>2</sup>   |
| 3 | Maintenance workshops                      | 150 m <sup>2</sup>   |
| 4 | Machine House                              | 66 m <sup>2</sup>    |
| 5 | Security cabin                             | 15 m <sup>2</sup>    |
| 6 | Waste house                                | 42 m <sup>2</sup>    |
| 7 | Water Deposit                              | 77 m <sup>2</sup>    |
|   | Total area covered                         | 5.030 m <sup>2</sup> |



## **10. OBJECTIVE OF CONSULTANCY**

The supervision service aims to ensure the technical control of the quality and quantity of the performed work, compliance with the established deadlines and observance of the work contract conditions.

## **11. JOB DESCRIPTION**

The consultancy firm is assigned to provide quality work within the expected deadline and budget. The Client is entitled to supervise all work and approve the operation plan, work methodology and progress, as well as to accept or reject the results of the works if the quality, transparency and impartiality guarantee is not observed.

The inspection shall carry out all tasks necessary to achieve the defined objective, which shall include, but not be limited to:

- Support the Client and the Contractor in order to obtain any necessary authorizations for the implementation of the project;
- Ensure that national and international occupational safety and health standards are being followed;
- Ensure the registration of all events and resources used, i.e. materials, facilities and work, particularly in circumstances that may lead to disputes or claims;
- Supervise and approve the contractor's construction, programming and coordination activities;
- Analyze and approve the construction methods, the quality of the execution and the materials used by the contractor;
- Control and inform the Client of changes to the work program, budget and design in the work;
- Monitor the daily progress of the work activities until completion and register in the Workbook;
- Ensure the holding of work meetings (weekly and emergency) and the recording of minutes in the Workbook;
- Design the executive project of the foundations of all buildings, as well as the soil test, to be delivered to the contractor at the beginning of the work;
- Prepare the Initial Report, which should include the evaluation of the work's executive projects and the work execution plan;
- Prepare the Work Closure Report;
- Ensure that the work is carried out in accordance with internationally recognized quality standards and specifications (engineering design, drawings, technical specifications, quantity map, etc.) within the time frame stipulated in the work program;
- Ensure that all work that does not meet contractual and / or regulated quality requirements is rejected;
- Request specific and general tests from the contractor for the certification and confirmation of quality and adherence to the specifications of the materials to be used in the work;
- Certify the quality and completion of the works;
- Advise the contractor in the selection of equipment, through the evaluation of minimum requirements, by type and specification;
- Prepare and regularly maintain a list of the contractor's equipment, facilities and machines to verify the mobilization;

- Inspect the contractor's construction equipment to ensure compliance with the manufacturer's requirements and compliance with international pollution, noise and vibration standards;
- Ensure that the materials used in construction work come from certified sources;
- Propose technical solutions for incompatibilities that may occur in the work, related to changes or modifications in existing projects, subject to validation by the Client;
- Approve the monthly measurement records with presentation of explanatory calculation and other elements necessary to understand the quantities obtained;
- Monthly prepare Technical Financial Reports with a summary of all information gathered in the supervision, monitoring and control of the work;
- Inform the Client on changes in the contractor's cost or schedule of work with presentation of reports containing the description of all works and constraints in a detailed manner. The client shall be informed on these changes and approve them before they are implemented;
- Perform physical goal settings, with justifications of suppression and additions in services, calculation memories and unit price composition;
- Indicate the necessary technical procedures, to reframe the originally contracted physical goals;
- Analyze and approve the design of the final installation (as built) prepared by the contractor;
- Approve subcontractors by the contractor for the execution of specialized services, as per Client knowledge;
- Coordinate activities between the Client and contractor with quality, transparency and impartiality;
- Inform the Client on all previous items;
- Exercise any and all powers delegated by the Client under the construction contract and guarantee the successful delivery of the project;
- Any other duties related to the normal roles and responsibilities of a Consultant.

## **12. PRODUCT DESCRIPTION**

In addition to the activities described in the previous item, the Supervision shall monthly submit the Technical-Financial Report (in Portuguese and English), which shall include the names and contacts of those involved in each described action. These reports must be presented in electronic form and a printed form on company letterhead, duly bound, stamped, dated and signed by the company's technical officer. Possible misunderstandings, imperfections or lack of details not detected at the time of delivery and approval of the above mentioned documents, do not exempt the contractor from repairing them, when requested.

For a better quality of the services provided, it is determined that the inspection activities must be adapted to the contractor's construction schedule and work schedule. The reports should contain at least the following information:

### **e. Executive Project of the Foundations**

The executive project of the foundations of all buildings should be provided to the contractor at the beginning of the work. The soil test should be conducted and presented to the executive project of the foundations.

### **f. Initial work report**

The initial work report should at least contain:

- Summary of Contractual Information (of the Inspection and Contract);
- Analysis and evaluation of executive projects;
- Updating of the work methodology;
- Work schedule.

**g. Monthly Technical-Financial Report**

The Technical Financial Report shall be provided to the Client on a monthly basis, providing all information on the progress of the supervision contract and the progress of the work in the technical, financial and administrative aspects necessary to document and keep the Client informed on the problems and the steps to be taken. It should at least contain the following:

- Summary of facts that deserve the attention of the Client;
- Results of controls;
- General comment on quality controls;
- Construction activities;
- Physical-financial schedule with the expected x performed activities.
- Planning for next month;
- Documentation for the re-scheduling of physical goals: Map of suppression quantities, additions and extra services, justifications, new plants, new budget, among others;
- Monthly measurement file.

**h. Final report of the work (Work Closure Report)**

The projects and works' macros shall be consolidated. All information relevant to the maintenance of the building should be listed. It should at least contain the following:

- Provisional reception of the work;
- Report on work with major events and constraints;
- Recommendations to be adopted for project improvement;
- Preparation of the final accounts related to the project and contractual termination;
- Final Measurement Map, containing all measurements made;
- Approved "As Built" project. It shall comprise the descriptive record and the graphic representation of the relevant drawings of all service items that are components of the works executed under supervision. It shall present in detail all changes made and accompanied by all tests;
- Results of testing of materials;
- Warranty certificates referring to all materials and services related to the work.

**13. SCOPE OF THE PRICE PROPOSAL AND PAYMENT SCHEDULE**

The proposal shall include the costs of service charges and all costs of required material and equipment, as well as transportation to produce each of the above results.

The Client shall provide at the construction site, for inspection use:

- Office with 9 m<sup>2</sup>, with air conditioning, 1 table, 2 chairs, placard to fix drawings and other documentation, shelf with shelves and a refrigerator of 50 litres.
- Meeting Room with 9 m<sup>2</sup>, with air conditioning, table and chairs (6 seats), placard to fix drawings and other documentation, to be used with the Contractor.
- 17" notebook computer with Dual Core processor (this equipment will revert to the Owner of Work after the completion of the work);
- Black & White Laser-jet printer (this equipment will revert to the Owner of Work after the completion of the work);

- Modem for data transmission (this equipment will revert in favour of the Owner of Work after the conclusion of the same one);
- Maintenance of the Office and the Meeting Room, including water, power and internet expenses.

The contract will be of the Global Price type, with payments in thirteen instalments, according to the above described technical specifications and objectives, after due certification by the Client. Payment will be made in accordance with the following results:

|                             |                                                      |
|-----------------------------|------------------------------------------------------|
| 1 <sup>st</sup> Instalment  | Upon signature of the contract                       |
| 10 % of the contract price  |                                                      |
| 2 <sup>nd</sup> Instalment  | Upon completion and acceptance of results 1          |
| 10 % of the contract price  | (Initial Report and Executive Design of Foundations) |
| 3 <sup>rd</sup> Instalment  | Upon completion and acceptance of result 2           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 4 <sup>th</sup> Instalment  | Upon completion and acceptance of result 3           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 5 <sup>th</sup> Instalment  | Upon completion and acceptance of result 4           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 6 <sup>th</sup> Instalment  | Upon completion and acceptance of result 5           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 7 <sup>th</sup> Instalment  | Upon completion and acceptance of result 6           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 8 <sup>th</sup> Instalment  | Upon completion and acceptance of result 7           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 9 <sup>th</sup> Instalment  | Upon completion and acceptance of result 8           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 10 <sup>th</sup> Instalment | Upon completion and acceptance of result 9           |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 11 <sup>th</sup> Instalment | Upon completion and acceptance of result 10          |
| 7 % of the contract price   | (Monthly technical financial report)                 |
| 12 <sup>th</sup> Instalment | Upon completion and acceptance of result 11          |
| 7 % of the contract price   | (Monthly technical financial report)                 |

|                             |                                             |
|-----------------------------|---------------------------------------------|
| 13 <sup>th</sup> Instalment | Upon completion and acceptance of result 12 |
| 10 % of the contract price  | (Final report)                              |

In the event of any delay in the work or need for additional services requested by the Client after delivery and approval of the Final Report, the extension of these services will be agreed on a case-by-case basis and it will be considered as an Additional Service under the Contract.

#### 14. QUALIFICATIONS

The company should be duly registered and licensed with a **minimum of Class 3 License**.

The Supervisory team should consist of a minimum of four people, as follows:

- Senior Resident Engineer / Project Manager (at least 15 years of relevant proven experience, minimum Civil Engineering or Architecture Course);
- Resident Engineer (at least 5 years of relevant proven experience, minimum Civil Engineering Course);
- Hydraulic Engineer (at least 5 years of proven relevant experience, minimum Hydraulic Engineering course).
- Electrotechnical Engineer (at least 5 years of proven relevant experience, minimum Electrotechnical Engineering course).

Each member of the Supervision team should be adequately qualified and have the Client's approval. Notwithstanding the above detailed team, the Inspection shall be responsible for ensuring that the number of staff is enough to meet the complexity of the project, and to ensure that there is always a presence on the construction site during the construction phase.

#### 15. SKILLS

- Work supervision will be carried out by a qualified team with satisfactory experience in the tasks of similar nature and dimensions;
- The inspection should have highly qualified and experienced experts, who can skilfully perform all construction supervision tasks;
- The inspection should be able to anticipate decision-making on any technical problems on site;
- The inspection should be fully familiar with all standard procedures specified in the contract documents;
- Ability to meet deadlines, solve problems, work both independently and as part of a team;
- Demonstrate knowledge of local and international building codes, work safety requirements, and procedures of government agencies.

#### 16. DURATION OF WORK

The duration of the supervision contract will last from 12 August 2019 to 11 August 2020, within a 12-month time frame. The beginning of the Inspection work precedes the beginning of the work which lasts until the delivery and approval of the Final Report of the Work. The duration of the work is 10 months.

#### 17. WORKPLACE

During the work execution period, the Inspection team will work at the construction site, located in the

Municipality of Chimoio, Manica province, Mozambique.

The Client will facilitate access to the project area, as well as all existing drawings and location information in digital format.

## TERMOS DE REFERÊNCIA PARA CONTRATAÇÃO DE FISCALIZAÇÃO RESIDENTE PARA AS OBRAS DE CONSTRUÇÃO DO NOVO ARMAZÉM MÉDICO NO MUNICÍPIO DE CHIMOIO, MANICA

### 3. INTRODUÇÃO

O Projecto “Sistema de Reforço do Sistema de Saúde” tem como principal objectivo fortalecer o sistema nacional de saúde, reforçando o gerenciamento do sistema da cadeia de suprimentos médicos e aprimorando o resultado do tratamento da TB-MDR por meio de melhores condições de segurança, protecção e armazenamento de medicamentos, vacinas e outros produtos de saúde a nível subnacional. O projecto realiza-se por meio da cooperação entre o Programa das Nações Unidas para o Desenvolvimento (PNUD) e o Ministério da Saúde da República de Moçambique, através da Central de Medicamentos e Artigos Médicos (CMAM).

A intervenção do PNUD no âmbito deste projeto contribuirá para a implementação do Plano Estratégico da CMAM para a Logística Farmacêutica (PELF). A construção de um armazém médico em Chimoio constitui parte deste acordo. Assim, para garantir a implementação adequada das actividades, o PNUD deseja contratar uma empresa de consultoria para **serviços de fiscalização das obras de construção do novo armazém médico de Chimoio**.

#### 17.1. Descrição do Projecto do novo armazém médico de Chimoio

Derivada da necessidade de implantação dos edifícios de complementares e da possível necessidade de uma futura expansão, o projecto será implantado num terreno com cerca de 4ha, de forma quadrangular (200mx200m), com alguma irregularidade topográfica.

O armazém em referência foi concebido para uma capacidade de 1200 paletes de mercadoria e outros artigos médicos, câmaras de frio e ainda armazenamento separado para produtos tóxicos e inflamáveis.

As fundações dos edifícios são em betão armado, elevação em estrutura mista de betão armado e perfis metálicos e a cobertura em chapa IBR assente em estrutura de perfis metálicos.

O regime de empreitada será de Série de preços, sujeito a remedição dos trabalhos executados para a emissão dos respectivos autos.

O projecto é constituído pelos seguintes edifícios:

|   | Edifício                                  | Área coberta         |
|---|-------------------------------------------|----------------------|
| 1 | Armazém médico                            | 4.580 m <sup>2</sup> |
| 2 | Armazém de produtos inflamáveis e tóxicos | 250 m <sup>2</sup>   |
| 3 | Oficinas e Manutenção                     | 150 m <sup>2</sup>   |
| 4 | Casa das máquinas                         | 66 m <sup>2</sup>    |
| 5 | Guarita                                   | 15 m <sup>2</sup>    |
| 6 | Casa de lixos                             | 42 m <sup>2</sup>    |
| 7 | Depósito de Água                          | 77 m <sup>2</sup>    |
|   | Total de área coberta                     | 5.030 m <sup>2</sup> |

## **18. OBJECTIVO DA CONSULTORIA**

O principal objetivo do serviço de fiscalização é garantir o controlo técnico da qualidade e quantidade dos trabalhos executados, o cumprimento dos prazos estabelecidos e o respeito pelas condições do contrato de empreitada.

## **19. DESCRIÇÃO DOS TRABALHOS**

A empresa de consultoria terá por missão fornecer um trabalho de boa qualidade dentro do prazo e do orçamento previsto. O Cliente tem o direito de supervisionar todos os trabalhos e aprovar o plano de operação, metodologia de trabalho e do progresso do trabalho, bem como aceitar ou rejeitar os resultados do trabalho, se a garantia da qualidade, transparência e imparcialidade não for observada.

A fiscalização deve realizar todas as tarefas necessárias para atingir o objectivo definido, que deve incluir, mas não limitar-se a:

- Apoiar o Cliente e o Empreiteiro para obtenção de quaisquer autorizações necessárias para a implementação do projeto;
- Garantir que os padrões nacionais e internacionais de Segurança e Saúde no trabalho estão a ser seguidos;
- Garantir o registo de todos os eventos, recursos utilizados ou seja, materiais, instalações e trabalho, particularmente em circunstâncias susceptíveis de conduzir a disputas ou reclamações;
- Supervisionar e aprovar as atividades de construção, programação e coordenação do empreiteiro;
- Analisar e aprovar os métodos de construção, a qualidade da execução e os materiais utilizados pelo empreiteiro;
- Controlar e informar ao Cliente as alterações de programa de trabalho, de orçamento e de desenho na obra;
- Monitorar o progresso diário das atividades na obra até a sua conclusão e realizar o registo no Livro de Obra;
- Garantir a realização de reuniões de obra (semanais e de emergencia) e o registo das atas no Livro de Obra;
- Elaborar o projeto executivo das fundações de todos os edifícios, bem como o teste de solos, a ser entregue ao empreiteiro no início da obra;
- Elaborar o Relatório Inicial, que deve compreender a avaliação dos projetos executivos da obra e o plano de execução da obra;
- Elaborar o Relatório de Fecho da Obra;
- Garantir que a obra é realizada em conformidade com padrões de qualidade reconhecidos internacionalmente e com o caderno de encargos (projeto de engenharia, desenhos, especificações técnicas, mapa de quantidade etc), dentro do período de tempo estipulado no programa de trabalho;
- Assegurar que todo o trabalho que não atender aos requisitos de qualidade contratual e ou regulamentada é rejeitado;
- Solicitar ao empreiteiro testes específicos e gerais para a certificação e confirmação de qualidade e a aderência às especificações dos materiais a serem utilizados na obra;
- Certificar a qualidade e a conclusão das obras;
- Assessorar o empreiteiro na seleção de equipamentos, através da avaliação de requisitos mínimos, por tipo e especificação;



- Elaborar e manter atualizada regularmente uma lista de equipamentos, instalações e maquinário do empreiteiro, para verificação da mobilização;
- Inspecionar os equipamentos de construção do empreiteiro, a fim de garantir conformidade com os requisitos do fabricante e o cumprimento de padrões internacionais relacionados à poluição, ruído e vibração;
- Garantir que os materiais usados em obra sejam provenientes de fontes certificadas;
- Propor soluções técnicas para incompatibilidades que possam ocorrer na obra, relativos a alterações ou modificações nos projetos existentes, sujeito a validação do Cliente;
- Aprovar os Autos de Medição mensais com apresentação de cálculo explicativo e demais elementos necessários à compreensão dos quantitativos obtidos;
- Elaborar Relatórios Técnicos Financeiros mensais com o resumo de todas as informações colhidas na supervisão, acompanhamento e controles da obra;
- Informar ao Cliente sobre alterações no custo ou no cronograma de trabalhos do empreiteiro com apresentação de relatórios contendo a descrição de todos os trabalhos e constrangimentos de forma detalhada. O cliente deve ser informado sobre estas alterações e aprová las antes de serem implementadas;
- Realizar enquadramentos de metas físicas, com justificativas de supressão e acréscimos nos serviços, memórias de cálculos e composição de preços unitários;
- Indicar os trâmites técnicos necessários, para reenquadrar as metas físicas originalmente contratadas;
- Analisar e aprovar os desenhos da instalação final (*as built*) elaborados pelo empreiteiro;
- Aprovar subcontratados pelo empreiteiro para execução de serviços especializados, com conhecimento do Cliente;
- Coordenar atividades entre o Cliente e empreiteiro com qualidade, transparência e imparcialidade;
- Informar ao Cliente sobre todos os itens anteriores;
- Exercer todo e qualquer poder delegado pelo Cliente sob o contrato de construção e garantir a entrega bem-sucedida do projeto;
- Quaisquer outros deveres consistentes com os papéis e responsabilidades normais de um Consultor.

## 20. DESCRIÇÃO DOS PRODUTOS

Para além das atividades descritas no item anterior, a Fiscalização deve apresentar mensalmente o Relatório Técnico-Financeiro (em português e inglês), onde deverão constar os nomes e contatos dos envolvidos em cada ação descrita. Os referidos relatórios deverão ser apresentados em versão eletrônica e uma via impressa, em papel timbrado da empresa, devidamente encadernados, carimbados, datados e assinados pelo responsável técnico da empresa. Eventuais equívocos, imperfeições ou ausência de detalhes não detectados na ocasião da entrega e aprovação dos documentos mencionados anteriormente, não eximem a contratada de repará-los, quando solicitados.

Para melhor qualidade dos serviços prestados, determina-se que as atividades da fiscalização devem ser adaptadas ao programa de construção e horário de trabalho do empreiteiro. Os relatórios devem conter minimamente as informações abaixo descritas:

### i. Projeto executivo das fundações

O projeto executivo das fundações de todos os edifícios deve ser fornecido ao empreiteiro no início da obra. O Teste de Solo deve ser conduzido e apresentado junto ao projeto executivo das fundações.

**j. Relatório inicial da obra**

O Relatório inicial da obra deve conter minimamente:

- Resumo de Informações Contratuais (dos contratos da Fiscalização e de Empreitada);
- Análise e avaliação dos projetos executivos;
- Atualização da metodologia de trabalho;
- Programação da obra.

**k. Relatório Técnico-Financeiro mensal**

O Relatório Técnico Financeiro deve ser fornecido mensalmente ao Cliente, apresentando todas as informações sobre o andamento do contrato de supervisão e sobre o andamento da obra sob os aspectos técnicos, financeiros e administrativos, necessários para documentar e manter informado o Cliente sobre os problemas verificados e as providências a serem tomadas. Devem conter minimamente:

- Resumo de fatos ocorridos que merecem a atenção do Cliente;
- Resultados dos controles;
- Comentário geral sobre os controles da qualidade;
- Atividades da Construtora;
- Cronograma físico-financeiro com o previsto x executado.
- Planejamento para o próximo mês;
- Documentações para o reenquadramentos de metas físicas: Mapa de quantidades de supressão, acréscimos e serviços extras, justificativas, novas plantas, novo orçamento, dentre outros;
- Auto de Medição mensal.

**l. Relatório final da obra (Relatório de Fecho de Obra)**

Deve consolidar os macros dos projetos e obras. Deverão ser relacionadas todas as informações relevantes para a manutenção da construção. Deve conter minimamente:

- Auto de recepção provisória da obra;
- Relatório de obra com principais acontecimentos e constrangimentos;
- Recomendações a serem adotadas para a melhoria do projeto;
- Preparação das contas finais relacionadas ao projeto e o encerramento contratual;
- Mapa de Medições final, contendo todas as medições realizadas;
- Projeto "As Built" (elaborado pelo empreiteiro) aprovado. Deve compreender o registro descritivo e a representação gráfica dos desenhos pertinentes de todos os itens de serviços componentes das obras executadas sob a supervisão da fiscalização. Deve apresentar de forma pormenorizada todas as alterações que se fizerem e acompanhadas de todos os ensaios;
- Resultados de ensaios e testes de materiais;
- Certificados de garantia referentes a todos os materiais e serviços relativos à obra.

**21. ÂMBITO DA PROPOSTA DE PREÇO E CRONOGRAMA DE PAGAMENTOS**

A proposta deve incluir os custos de taxas de serviço e todos os custos de material e equipamento necessário, bem como transporte para produzir cada um dos resultados acima.

O Cliente fornecerá no estaleiro de obra, para uso da Fiscalização:

- Escritório com 9 m<sup>2</sup>, com ar condicionado, 1 mesa, 2 cadeiras, placard para fixação de desenhos e outra documentação, estante com prateleiras e um frigorífico de 50 litros.
- Sala de Reuniões com 9 m<sup>2</sup>, com ar condicionado, mesa e cadeiras (6 lugares), placard para fixação

de desenhos e outra documentação, para uso compartilhado com o Empreiteiro.

- Computador portátil de 17", com processador Dual Core (este equipamento reverterá a favor do Dono de Obra após a conclusão da mesma);
- Impressora Laser-jet preto & branco (este equipamento reverterá a favor do Dono de Obra após a conclusão da mesma);
- Modem para transmissão de dados (este equipamento reverterá a favor do Dono de Obra após a conclusão da mesma);
- Manutenção do Escritório e da Sala de Reuniões, incluindo despesas de água, energia e internet.

O contrato será do tipo Preço Global, com pagamentos em treze parcelas, de acordo com as especificações técnicas e os objectivos descritos acima, após a devida certificação pelo Cliente. O pagamento será feito contra os seguintes resultados:

|                           |                                                      |
|---------------------------|------------------------------------------------------|
| 1ª Parcela                | No ato de assinatura do contrato                     |
| 10 % do valor do contrato |                                                      |
| 2ª Parcela                | Após a conclusão e aceitação dos resultados 1        |
| 10 % do valor do contrato | (Relatório Inicial e Projeto executivo de fundações) |
| 3ª Parcela                | Após a conclusão e aceitação do resultado 2          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 4ª Parcela                | Após a conclusão e aceitação do resultado 3          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 5ª Parcela                | Após a conclusão e aceitação do resultado 4          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 6ª Parcela                | Após a conclusão e aceitação do resultado 5          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 7ª Parcela                | Após a conclusão e aceitação do resultado 6          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 8ª Parcela                | Após a conclusão e aceitação do resultado 7          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 9ª Parcela                | Após a conclusão e aceitação do resultado 8          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 10ª Parcela               | Após a conclusão e aceitação do resultado 9          |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)                |
| 11ª Parcela               | Após a conclusão e aceitação do resultado 10         |

|                           |                                              |
|---------------------------|----------------------------------------------|
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)        |
| 12ª Parcela               | Após a conclusão e aceitação do resultado 11 |
| 7 % do valor do contrato  | (Relatório técnico financeiro mensal)        |
| 13ª Parcela               | Após a conclusão e aceitação do resultado 12 |
| 10 % do valor do contrato | (Relatório Final)                            |

Em caso de eventual atraso da obra ou necessidade de serviços adicionais solicitados pelo Cliente após a entrega e aprovação do Relatório Final da Obra, a extensão desses serviços será acordada caso a caso e será considerada como um Serviço Adicional nos termos do Contrato.

## 6. QUALIFICAÇÕES

A empresa deve estar devidamente registrada e licenciada com **Alvará mínimo de 3ª Classe**. A equipa de Fiscalização deve consistir de um mínimo de quatro pessoas, como segue:

- Engenheiro Residente Sênior / Chefe de Obras (mínimo de 15 anos de experiência relevante comprovada, formação mínima Engenharia Civil ou Arquitectura);
- Engenheiro Residente (mínimo de 5 anos de experiência relevante comprovada, formação mínima Engenharia Civil);
- Engenheiro Hidráulico (mínimo de 5 anos de experiência relevante comprovada, formação mínima Engenharia Hidráulica).
- Engenheiro Eletrotécnico (mínimo de 5 anos de experiência relevante comprovada, formação mínima Engenharia Eletrotécnica).

Cada membro da equipa de Fiscalização deve estar adequadamente qualificado e ter a aprovação do Cliente. Não obstante a equipa detalhada acima, a Fiscalização será responsável por garantir que o número de pessoal seja suficiente para satisfazer a complexidade do projeto, e assegurar que sempre haja uma presença no canteiro de obras durante a fase de construção.

## 7. COMPETÊNCIAS

- A fiscalização dos trabalhos será realizada por uma equipa qualificada e com experiência satisfatória nas atribuições de natureza e dimensões semelhantes;
- A fiscalização deveser ter peritos altamente qualificados e experientes, que podem realizar todas as tarefas de supervisão da construção de forma competente;
- A fiscalização deve ser capaz de antecipar a tomada de decisões sobre quaisquer problemas técnicos no local;
- A fiscalização deve estar totalmente familiarizada com todos os procedimentos padrão especificados nos documentos dos contratos;
- Capacidade de cumprir prazos, resolver problemas, trabalhar tanto de forma independente e como parte de uma equipa;
- Demonstrar conhecimento dos códigos locais e internacionais de construção, requisitos de segurança no trabalho e procedimentos das agências governamentais.

## 8. DURAÇÃO DOS TRABALHOS

A duração do contrato de Fiscalização se estenderá desde 12 de Agosto de 2019 até 11 de Agosto de 2020, num prazo temporal de 12 meses. O início dos trabalhos da Fiscalização antecede o início da obra e perdura até a entrega e aprovação do Relatório Final da Obra. A duração da obra é de 10 meses.

## **9. LOCAL DE TRABALHO**

Durante o período de execução da obra, o local de trabalho da equipa de Fiscalização será no estaleiro da obra, localizado no Município de Chimoio, província de Manica, Moçambique.

O Cliente irá facilitar o acesso à área do projecto, bem como todos os desenhos existentes e informações do local em formato digital.

## Section 6: Returnable Bidding Forms / Checklist

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This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

### Technical Proposal Envelope:

#### Have you duly completed all the Returnable Bidding Forms?

- Form A: Technical Proposal Submission Form ☐
- Form B: Bidder Information Form ☐
- Form C: Joint Venture/Consortium/ Association Information Form ☐
- Form D: Qualification Form ☐
- Form E: Format of Technical Proposal ☐
- Form H: Proposal Security Form ☐

Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? ☐

### Financial Proposal Envelope

(Must be submitted in a separate sealed envelope/password protected email)

- Form F: Financial Proposal Submission Form ☐
- Form G: Financial Proposal Form ☐

## Form A: Technical Proposal Submission Form

Name of Bidder: [Insert Name of Bidder]

Date: 

RFP reference: [Insert RFP Reference Number]

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Stamp with official stamp of the Bidder]

## Form B: Bidder Information Form

|                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Legal name of Bidder</b>                                                                                                                      | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Legal address</b>                                                                                                                             | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Year of registration</b>                                                                                                                      | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Bidder's Authorized Representative Information</b>                                                                                            | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Are you a UNGM registered vendor?</b>                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Are you a UNDP vendor?</b>                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Countries of operation</b>                                                                                                                    | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>No. of full-time employees</b>                                                                                                                | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>                          | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b> | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>                                          | [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>                                                 | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Please attach the following documents:</b>                                                                                                    | <ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location (minimum class of license 3)</li> <li>▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>▪ Power of Attorney</li> </ul> |



## Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder: [Insert Name of Bidder]

Date:

RFP reference: [Insert RFP Reference Number]

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

| No | Name of Partner and contact information<br>(address, telephone numbers, fax numbers, e-mail address) | Proposed proportion of responsibilities (in %) and type of services to be performed |
|----|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1  | [Complete]                                                                                           | [Complete]                                                                          |
| 2  | [Complete]                                                                                           | [Complete]                                                                          |
| 3  | [Complete]                                                                                           | [Complete]                                                                          |

### Name of leading partner

(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

[Complete]

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Form D: Qualification Form

Name of Bidder: [Insert Name of Bidder]

Date:

RFP reference: [Insert RFP Reference Number]

If JV/Consortium/Association, to be completed by each partner.

### Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

| Year | Non- performed<br>portion of<br>contract | Contract Identification | Total Contract Amount<br>(current value in US\$) |
|------|------------------------------------------|-------------------------|--------------------------------------------------|
|------|------------------------------------------|-------------------------|--------------------------------------------------|

Name of Client:

Address of Client:

Reason(s) for non-performance:

### Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

| Year of<br>dispute | Amount in<br>dispute (in US\$) | Contract Identification | Total Contract Amount<br>(current value in US\$) |
|--------------------|--------------------------------|-------------------------|--------------------------------------------------|
|--------------------|--------------------------------|-------------------------|--------------------------------------------------|

Name of Client:

Address of Client:

Matter in dispute:

Party who initiated the dispute:

Status of dispute:

Party awarded if resolved:

## Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

| Project name & Country of Assignment | Client & Reference Contact Details | Contract Value | Period of activity and status | Types of activities undertaken |
|--------------------------------------|------------------------------------|----------------|-------------------------------|--------------------------------|
|--------------------------------------|------------------------------------|----------------|-------------------------------|--------------------------------|

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

## Financial Standing

|                                                           |      |     |
|-----------------------------------------------------------|------|-----|
| <b>Annual Turnover for the last 3 years</b>               | Year | USD |
|                                                           | Year | USD |
|                                                           | Year | USD |
| <b>Latest Credit Rating (if any), indicate the source</b> |      |     |

| Financial information<br>(in US\$ equivalent) | Historic information for the last 3 years |        |        |
|-----------------------------------------------|-------------------------------------------|--------|--------|
|                                               | Year 1                                    | Year 2 | Year 3 |
|                                               | <i>Information from Balance Sheet</i>     |        |        |
| Total Assets (TA)                             |                                           |        |        |
| Total Liabilities (TL)                        |                                           |        |        |
| Current Assets (CA)                           |                                           |        |        |
| Current Liabilities (CL)                      |                                           |        |        |
|                                               | <i>Information from Income Statement</i>  |        |        |
| Total / Gross Revenue (TR)                    |                                           |        |        |
| Profits Before Taxes (PBT)                    |                                           |        |        |
| Net Profit                                    |                                           |        |        |

## Current Ratio

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited.  
No statements for partial periods shall be accepted.

## Form E: Format of Technical Proposal

|                 |                               |       |             |
|-----------------|-------------------------------|-------|-------------|
| Name of Bidder: | [Insert Name of Bidder]       | Date: | Select date |
| RFP reference:  | [Insert RFP Reference Number] |       |             |

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

### SECTION 1: Bidder's qualification, capacity and experience

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

## SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

## SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

## Format for CV of Proposed Key Personnel

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Personnel</b>            | [Insert]                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Position for this assignment</b> | [Insert]                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Nationality</b>                  | [Insert]                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Language proficiency</b>         | [Insert]                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Education/Qualifications</b>     | <i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i><br>[Insert]                                                                                                                                                                                                                                                                |
| <b>Professional certifications</b>  | <i>[Provide details of professional certifications relevant to the scope of services]</i> <ul style="list-style-type: none"><li>▪ Name of institution: [Insert]</li><li>▪ Date of certification: [Insert]</li></ul>                                                                                                                                                                                                                                 |
| <b>Employment Record/Experience</b> | <i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i><br>[Insert] |
| <b>References</b>                   | <i>[Provide names, addresses, phone and email contact information for two (2) references]</i><br>Reference 1:<br>[Insert]<br><br>Reference 2:<br>[Insert]                                                                                                                                                                                                                                                                                           |

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

---

Signature of Personnel

---

Date (Day/Month/Year)

## Form F: Financial Proposal Submission Form

Name of Bidder: [Insert Name of Bidder]

Date:

RFP reference: [Insert RFP Reference Number]

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*



## Form G: Financial Proposal Form

Name of Bidder: [Insert Name of Bidder]

Date:

RFP reference: [Insert RFP Reference Number]

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

**Currency of the proposal:** [Insert Currency]

**Table 1: Summary of Overall Prices**

| SITE SUPERVISION                                                                                                                                                                                                |                                  |                                                                                                                        |         |                      |              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------|---------|----------------------|--------------|
| DAILY RATES                                                                                                                                                                                                     |                                  |                                                                                                                        |         |                      |              |
| Provide daily rates for each of the grades listed in table below to provide for Site Supervision in accordance the TOR.                                                                                         |                                  |                                                                                                                        |         |                      |              |
| The rates provided should include the following;                                                                                                                                                                |                                  |                                                                                                                        |         |                      |              |
| a) Rates to be inclusive of all associated costs (excluding travel and subsistence, see paragraph 3.a.) what so ever or however incurred, to carry out the service including, insurances, overheads and profit. |                                  |                                                                                                                        |         |                      |              |
| b) The rates shall be valid for all projects regardless of size type or location                                                                                                                                |                                  |                                                                                                                        |         |                      |              |
| c) The role descriptions provided in table shall include for all tasks associated with providing Site Supervision in accordance with TOR. No other role descriptions will be accepted.                          |                                  |                                                                                                                        |         |                      |              |
| Site Supervision - Rates per day                                                                                                                                                                                |                                  |                                                                                                                        |         |                      |              |
| Item No                                                                                                                                                                                                         | Role                             | Requirement                                                                                                            | No Days | Rate /day            | Total Amount |
| 1                                                                                                                                                                                                               | Team Leader (Resident)           | Degree qualified (Architect or Civil engineer), min 15 years' experience of managing design and construction projects. |         |                      |              |
| 2                                                                                                                                                                                                               | Civil engineer(resident)         | Degree qualified (Science or Engineering), min 5 year's relevant experience                                            |         |                      |              |
| 3                                                                                                                                                                                                               | Hydraulic engineer               | Degree qualified (Science or Engineering), min 5 year's relevant experience                                            |         |                      |              |
| 4                                                                                                                                                                                                               | Electrical and Mechanic engineer | Degree qualified (Science or Engineering), min 5 year's relevant experience                                            |         |                      |              |
|                                                                                                                                                                                                                 |                                  |                                                                                                                        |         | <b>Total of fees</b> | <b>0</b>     |

| Site Supervision - Other costs |                              |          |     |            |              |
|--------------------------------|------------------------------|----------|-----|------------|--------------|
| Item No                        | Description                  | UoM      | Qty | Unit Price | Total Amount |
| 1                              | Transport cost               | Lump Sum |     |            |              |
| 2                              | Traveling Expenses           | Trip     |     |            |              |
| 3                              | Subsistence allowance        | Day      |     |            |              |
| 4                              | Miscellaneous expenses       | Lump Sum |     |            |              |
| 5                              | Out-of-Pocket expenses       |          |     |            |              |
| 6                              | Other Costs (please specify) |          |     |            |              |
| Total of other costs           |                              |          |     |            | 0            |
| Total of Fin. proposal         |                              |          |     |            | 0            |

**Table 2: Breakdown of Price per Deliverable/Activity**

| Deliverable/<br>Activity description | Time<br>(person<br>days) | Professional Fees | Other Costs | Total |
|--------------------------------------|--------------------------|-------------------|-------------|-------|
| Deliverable 1                        |                          |                   |             |       |
| Deliverable 2                        |                          |                   |             |       |
| Deliverable 3                        |                          |                   |             |       |
| .....                                |                          |                   |             |       |