# SECTION II: EVALUATION METHOD AND CRITERIA

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

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

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

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

|  |  |
| --- | --- |
| 1. **FORMAL AND ELIGIBILITY CRITERIA** | |
| **Criteria evaluated on a pass/fail basis during the preliminary screening** | **Documents to establish compliance with the criteria** |
| 1. The bidder is eligible as defined in **Section I: Instructions to Bidders**, Article 4 [*Bidder Eligibility*]. | * Schedule 0.1 [*Quotation Submission Declaration*] * Schedule 0.2 [*Bidder's Information*] * Schedule 0.3 [*Joint Venture Partner Information*], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| 1. The quotation is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] |
| 1. The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Quotation Submission Declaration*] |
| 1. A bid security is provided. | * Schedule 0.8 [*Form for Bid Security*]   **Bid Security Is Not Required** |
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| **2. QUALIFICATION CRITERIA** | |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** |
| 1. **Financial capability**   The bidder has sufficient liquidity, demonstrated by the ratio of “average current assets / current liabilities” over the last [three (3)] years of the last [five (5)] years which must be equal to or greater than one (1) or the bidder has access to a line of credit or bank overdraft or other financial means to meet a working capital/cash flow requirement of [USD$100 000] (should the bidder be selected). | * Copy of audited financial statements for any [three (3)] years of the last [five (5)] years as proof. * A letter from a financial institution/bank confirming access to a line of credit or other financial means |
|
| 1. **Financial capability**   The bidder has an average annual turnover of minimum USD$400 000 in any [three (3)] years of the last [five (5)] years. | * Copy of audited financial statements for any [three (3)] years of the last [five (5)] years as proof. |
| 1. The bidder has been in continuous business during the last [five (5)] years. | * Certification of incorporation of the bidder. * List of all personnel that own the Company attached * Valid tax clearance certificate year 2022, * The bidder should have an office or works yard located in Zimbabwe. Bidder to submit a copy of office lease agreement or rent payment receipt. |
| 1. The bidder has experience successfully delivering similar (vertical infrastructure) 3 construction works contracts during the last [Five (5)] years within Southern Africa, with projects worth a minimum of USD 400,000. Similar means construction of buildings, markets.   Bidder to attach documentary evidence to demonstrate successful completion of previous projects. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| 1. The bidder has the registration under CIFOZ, Ministry of Public Works and Local Government or ZBCA. | * Certification of registration |
| 1. **Multiple contracts**   The RFQ will be awarded in 1 lot (1 contract), Lot 1 or 2 or 3.. |  |
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| **3. TECHNICAL CRITERIA** | |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** |
| To be substantially compliant, bidders must meet all the minimum requirements/criteria and score ‘pass’ against each of the criteria. | In **Section VI: Returnable Schedules**:   * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] |

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

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| **Part 1: Bidder's capacity and expertise** | | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **1.1** | The bidder has the general organizational capability that can support effective implementation: management structure, financial stability and project financing capacity, project management controls, and the extent to which any work would be subcontracted | * Copy of audited financial statements for any [three (3)] years in the past [five (5)] years. * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Subcontractors*] |
| **1.2** | The bidder has relevant specialized knowledge and experience on similar works done in the region or country. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| **1.3** | The bidder has the capacity to undertake the scope of Works in addition to its current workload. | * Schedule 0.4 [*Capacity and Experience*] |

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| **Part 2: Proposed methodology, approach and implementation plan** | | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **2.1** | The quotation (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in **Section V: Requirements**, which indicates the bidder's understanding of these requirements. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** |
| **2.2** | The Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in **Section V: Requirements**. The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.3 [*Method Statement*] |
| **2.3** | The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the RFQ(if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.11 [*Insurance Requirements*], if selected.  The bidder presents a clear and well structured Gantt Chart that shows maximum completion time;  • Lot 1 - 20 calendar weeks  • Lot 2 - 16 calendar weeks.  • Lot 3 - 24 calendar weeks.  The bidder’s preliminary program demonstrates the bidder’s capacity to plan and programme the works within timelines that are consistent with industry practice, the project requirements.  The preliminary programme includes a timetable that shows all the planned activities including mobilisation / site preparation, construction and demobilisation / site cleaning phase completed within the time period allocated for the project. | * Schedule 4.9 [*Insurance Details and Insurances*] * Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the bidder, if selected. |
| **2.4** | The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Works will be consistently met.  Bidders can access the UNOPS policies on HSSE from the following link:  https://www.unops.org/policies | * Schedule 4.3 [*Method Statement*] |
| **2.5** | The bidder’s proposed subcontractors and suppliers, if identified, are proposed to undertake appropriate quantities of Works and have demonstrated the capacity to undertake the work and are located in appropriate locations. | * Schedule 4.6 [*Subcontractors*] |
| **2.6** | The bidder's proposed sources of naturally occurring materials are from a responsible and appropriate location, and the materials comply with the standards stipulated in the RFQ. | * Schedule 4.8 [*Sources of Naturally Occurring Materials*] |
| **2.7** | The Programme and method statement details how the different work elements shall be organized, controlled and delivered based on the quality management system.  Outline statement of proposed methods shall include the following:  • Method statement demonstrates the bidder’s capacity to provide the services in a professional and properly staged manner.  • Mobilization approach includes all the different settings on site works.  • Inclement Weather Considerations: How the bidder is planning to perform the required service within the rainy season in terms of material delivering, accessibility, work delivery, etc. in order to avoid any delays. .  • Works’ Stage plan: How it proposes to stage and construct the work i.e. is the proposed work plan is inline with required services including the type and quantity of all the plant and equipment.  • A statement describing its methodology for coordinating with the authorities and complying with respective timescales for advance notification to enable works to commence on the project site in accordance with the programme to be submitted by the bidder.  • Coordination with local authority: A statement describing its methodology for coordinating with the local authorities and communities, industry, institutions and any other stakeholder(s)/user(s) affected by water supply works and how the works will impact on the normal water supply schedules  • Local community inclusiveness: Method of incorporating the local community input in the service provision  • Gender Mainstreaming efforts - UNOPS is making great strides to enhance how it addresses gender equality through its projects including infrastructure. In line with the organisation's commitment to this, bidders are required to provide details of how they intend to incorporate gender into the proposed works. | * Schedule 4.3 [*Method Statement*] |

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| **Part 3: Key personnel proposed** | | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **3.1** | The composition and structure of the team proposed is appropriate and the proposed roles of the management and the team of Key Personnel is suitable for the provision of the necessary Works. | * Schedule 4.4 [*Key Personnel*] * Schedule 4.5 [*Organizational Structure*] |
| **3.2** | The qualifications and experience of Key Personnel proposed meet the established requirements.  **NB**.   * Bidder to submit an updated CV & Certificates for each and every personnel listed below. * Bidders are allowed to share personnel between the lots. * Project Manager, Degree in Civil Engineering, 7 years experience in managing construction projects * Site Engineer, Degree in Civil Engineering, 3 years experience in managing construction sites * Surveyor, Degree in Surveying, 3 years experience in the construction industry * Site Foreperson, Diploma in any Civil Engineering field or Artisan in any civil engineering field, 7 years experience in the construction industry * Site Health and Safety Officer, Degree/Diploma in Occupational Health and Safety, 3 years experience in construction industry | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] |

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| **Part 4: Key equipment proposed** | | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **4.1** | The proposed equipment meets the established requirements in Schedule 3.10 [*Equipment and Machinery Requirements*] and demonstrates the capacity of the bidder to undertake the work.   * Bidders are allowed to share equipment between the lots. * 400L Concrete mixer x 1 * TLB x 1 * Tipper truck x 1 * Concrete poker vibrator x 1 * Jumping jack compactor x 1 * Vibratory plate compactor x 1 * Diesel generator x 1 * Dewatering pump x 1   *\* The Bidder shall be required to provide copies of ownership/rental/lease, documents proving the belonging of the equipment to the Bidder or a copy of a valid undertaking from the owner(s) of the equipment confirming that their equipment shall be made available for the implementation of these works, if contract is awarded to the Bidder.*  *\*\* UNOPS reserves the right to conduct site visits to verify that all the proposed equipment exists and is in working condition.* | * Schedule 4.7 [*Contractor's Equipment and Machinery*] |

|  |  |
| --- | --- |
| **Part 5: Oral presentations** | |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** |
| **5.1** | **Oral presentation:**  All bidders who presented substantially compliant quotations in evaluation parts Part numbers 1, 2, 3 and 4 may be required to make an oral presentation either in person or remotely, at the discretion of UNOPS. Information from the oral presentation will also be used as part of the technical evaluation process. UNOPS reserves the right to incorporate elements from oral presentations in the final contract. The oral presentation will not encompass price quotations.   * + - 1. **Oral presentation ground rules:**   The selected bidders as specified above must make an oral presentation to the UNOPS evaluation team and participate in a question and answer session. The purpose of the oral presentation and question and answer session is to validate the information provided by the bidder in their quotation and to test the bidder’s understanding of the work that will be performed as per the requirements under the prospective Contract, which will be a factor in the overall technical evaluation of the quotations. UNOPS may, moreover, request a demonstration of the tools and/or systems offered, as relevant. Each bidder will be allowed 20 minutes to make their oral presentation.   * Oral presentations will begin approximately1 week after the receipt of quotations. UNOPS will determine the date and time for each bidder’s oral presentation. The UNOPS procurement official will notify bidders of the scheduled date and time, as well as the agenda for their presentation within 1 week of the receipt of quotations. At its sole discretion, UNOPS reserves the right to reschedule any bidder’s presentation. Should they be invited, bidders must confirm their availability for that date. * The presentation must be made by one or more of the personnel whom the bidder will employ to manage or supervise the contract performance. A senior executive from the bidder must be present and must, at a minimum, answer questions directed to them during the question and answer session. Bidders may not use consultants to make the oral presentation. The bidder should be prepared to answer detailed technical questions from UNOPS. * During the presentation, interaction between the evaluation team and the bidder will be limited. The UNOPS procurement official will chair the meeting and ensure compliance with the ground rules. UNOPS will not inform bidders of their strengths, deficiencies or weaknesses during the presentation, and UNOPS will not engage in bargaining during the presentations. The presentation does not constitute discussions or negotiations with bidders. * UNOPS reserves the right to make video or audio recordings of oral presentations for its own internal use. These will not be released or made public, except where required by law. |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

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

## GENERAL CONDITIONS OF CONTRACT

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

## PARTICULAR CONDITIONS OF CONTRACT

### Part 1: Amended Clauses

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

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

### Part 2: Additional Clauses

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

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

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

|  |  |  |
| --- | --- | --- |
| **Sub-Clause No.** | **Description** | **Details** |
| **1.1** | Description of parts of the Works that shall be designated a Section for the purposes of the Contract | **Section 1:** Lot 1 / Lot 2/ Lot 3 |
| **1.3** | Employer’s address for communication | **Name:**  TBA  **Position title:**  TBA  **Address:** TBA  **Email address:** TBA  **Telephone/Mobile number:**  **TBA** |
| **1.3** | Agreed system of electronic transmission | **Email:**  TBA  **If others, specify:**  TBA |
| **3.1** | Employer’s Representative | **Name:**  TBA  **Position title:**  TBA  **Address:** TBA  **Email address:** TBA  **Telephone/Mobile number:**  **TBA** |
| **4.2** | Performance Security amount | 10 % of the Contract Price |
| **4.2** | Currency of the Performance Security | USD |
| **4.2** | Permitted guarantors for Performance Security | Bank or financial institutions approved by the Employer  Bank approved by the Employer |
| **6.1** | Commencement Date | \_01\_/\_07\_/\_2022\_ |
| **6.2** | Time for Completion | **For whole of the Works:** 140 calendar days |
| **6.5** | Delay Damages | **For Whole of the Works:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  0.1 % of the Contract Price per day    **For Lots:**  **Lot 1:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  0.1 % of the value of the Lot per day  **Lot 2:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  0.1 % of the value of the Lot per day  **Lot 3:**  ☐ Amount per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD  0.1 % of the value of the Lot per day |
| **6.5** | Aggregate maximum amount of Delay Damages | 0.1% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of lO% |
| **8.1** | Defects Notification Periods (DNP) | \_12\_\_ months |
| **8.4** | Latent Defect Period | 1 Year |
| **10.2** | Advance payment amount | 10**%** of the Contract Price  ☐ \_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ Not applicable |
| **10.2** | Permitted guarantors for advance payment | Bank or financial institutions approved by the Employer  ☐ Bank approved by the Employer |
| **10.2** | Period of repayment of advance payment | ☐ \_\_\_ months  The Employer will deduct 20% from each subsequent application for interim payment until the advance payment amount is repaid. |
| **10.3** | Retention Money to be deducted from the IPC | The sum of 10% of the estimated value of Works executed in the relevant payment period as set out in the Statement for that period will be retained from each and every payment, up to a maximum of 10% of the Contract Price. |
| **10.3** | Limit of Retention Money | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  10% of Contract Price |
| **10.3** | Rate of advance payment deductions | The Employer will deduct 20% from each subsequent application for interim payment until the advance payment amount is repaid. |
| **10.5** | Retention Money to be released at taking over of Works or Sections | 50% of the 10% Retention Money deducted for the value of the Section or whole of the Works, as applicable. 5% retention will be paid after issuance of the Taking-Over Certificate and the remainder at the expiry of the Defects Notification Period, that is, 12months. |
| **10.10** | Currencies of payment | **Currency 1:USD**  **Currency 2:N/A** |
| **10.10** | Proportions of currencies for payment | **Currency 1:** 100%  **Currency 2:** \_\_\_ % |
| **10.10** | Rate of exchange | N/A |
| **10.11** | Annual rate of financing charges for delayed payment | 5% |

## 

## SCHEDULE 2: PROJECT SPECIFIC INFORMATION

### 2.1 Project Details

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Name** | **Description** | **Location** | |
| **J**opa Women’s Safe Market | Construction of vending stalls, storage areas, sleeping area, ablution facility for female & male, Kitchen and solid waste buildings, fence, and roadways. | -20.08768 S | 32.64641 E |

### 2.2 Site Plan

1. **General description of location and boundaries:**

|  |
| --- |
|  |
| The project site for Jopa Women’s Market is located along the Chipinge Mutare road facing the North as shown in above. The turn-off to Chimanimani is just opposite the allocated market space. The site slopes gently from southeast to northwest and is oriented parallel to the Chipinge/Mutare road where the new buildings are proposed to be oriented slightly northeast to make all stalls equidistant from the new slip road. |

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

|  |
| --- |
| The contractor will be given access to the entire site for the duration of the contract in liaison with the Market Cooperative, Local Authority and UNOPS Representatives.  The Contractor shall install hoarding to ensure access restriction to the site. |

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

|  |
| --- |
| The project site for Jopa Women’s Market is located along the Chipinge Mutare road facing the North as shown in Figure 2. The turn-off to Chimanimani is just opposite the allocated market space. The site slopes gently from southeast to northwest and is oriented parallel to the Chipinge/Mutare road where the new buildings are proposed to be oriented slightly northeast to make all stalls equidistant from the new slip road.  There will be no restrictions to access. |

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

|  |
| --- |
| The market is located on a curve and opposite macadamia nut and banana plantations. |

1. **Description of approved location for the Contractor’s[[1]](#footnote-1) Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored (in accordance with Sub-Clause 1.1 of the General Conditions):**

|  |
| --- |
| The site has an approved location for the Contractor to set up site facilities including storage, accomodation and workshop adjacent to the market. |

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

|  |
| --- |
| The Contractor shall allow for a site office for the Employer’s use which shall be 3m x 3m room, either a container or prefabricated timber. The UNOPS site office shall be furnished with two (2) office desks (complete with lockable drawers), two swivel-type chairs, a round meeting table with four (4) meeting chairs, and one steel cabinet. The contractor shall provide electricity, daily cleaning, and maintenance of the site office facility and a shared meeting room. The Contractor will be responsible for the payment of consumption charges and connection fees for utilities, etc. |

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

|  |
| --- |
| The Contractor shall prepare a temporary disposal area for waste which is approved by the Local Authority as the Waste Management Plan. |

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

|  |
| --- |
| The market will continue to be in operation during construction so the Contractor shall prepare in liaison with the Market Cooperative, Local Authority, and UNOPS Representative a traffic management plan as well as ensure the security of the site, materials, equipment and personnel. |

1. **Any other Site details:**

|  |
| --- |
| Existing timber cabins will be relocated to an approved site by the Contractor. |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY**

[On the letterhead of the institution issuing the security]

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

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

**To:** UNOPS

[insert address of the Employer]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |
| --- |
| **SIGNED** by |
| **Name:** |
| **Title:** |
| **Institution:** |
| **Date:** |
| Signature: |

|  |
| --- |
| **Name of witness (block letters):** |
| **Occupation of witness:** |
| **Address of witness:** |
| Signature of witness: |

**ADDRESS FOR NOTICES** [insert address]

### 5.2 Form for Performance Security

**PERFORMANCE SECURITY**

[On the letterhead of the institution issuing the security]

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

**Performance Security Number:** [#######]

**To:** UNOPS

[insert address of the Employer]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |
| --- |
| **SIGNED** by |
| **Name:** |
| **Title:** |
| **Institution:** |
| **Date:** |
| Signature: |

|  |
| --- |
| **Name of witness (block letters):** |
| **Occupation of witness:** |
| **Address of witness:** |
| Signature of witness: |

**ADDRESS FOR NOTICES** [insert address]

### 5.3 Form of Discharge

**FORM OF DISCHARGE**

[on the Contractor’s letterhead]

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

**To:** UNOPS

[insert address of the Employer]

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

[insert Contract title]

[insert Contract Number]

[insert Project Title]

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

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

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

This Discharge shall become effective after the Contractor has received:

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

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

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

Yours sincerely,

**Contractor’s Representative**

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

# SECTION V: REQUIREMENTS

## SCHEDULE 3: REQUIREMENTS OF EMPLOYER

### 3.1 Scope of Works

1. **Relocation:**

|  |
| --- |
| 100m2 of timber cabins |

1. **New construction:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ***Table 2: Lot 1 - Buildings 1, 2, 3, 7, 8, 9, 10, 11, and 12***   |  |  |  | | --- | --- | --- | | **Building ID No.** | **Total Area** | **Scope** | | 1 | 144 | Vending stall, Sleeping area, Ablution facility for Female & Male | | 2 | 144 | Vending stall, Storage, Sleeping area | | 3 | 144 | Vending stall, Child care, Storage | | 7 | 113.4 | Ablution facility for Female & Male, Storeroom | | 8 | 16.35 | Trader stalls | | 9 | 16.35 | Trader stalls | | 10 | 7.5 | Kitchen hut | | 11 | 7.5 | Kitchen hut | | 12 | 64 | Solid waste building |   ***Table 2: Lot 2 - Buildings 4, 5, 6***   |  |  |  | | --- | --- | --- | | **Building ID No.** | **Total area** | **Scope** | | 4 | 144 | Vending stall, Kitchen, Storage | | 5 | 144 | Vending stall, Office, Utilities, Storage | | 6 | 144 | Vending stall, Storage |   ***Table 3: Lot 3 - Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12***   |  |  |  | | --- | --- | --- | | **Building ID No.** | **Total area** | **Scope** | | **1** | 144 | Vending stall, Sleeping area, Ablution facility for Female & Male | | **2** | 144 | Vending stall, Storage, Sleeping area | | **3** | 144 | Vending stall, Child care, Storage | | **4** | 144 | Vending stall, Kitchen, Storage | | **5** | 144 | Vending stall, Office, Utilities, Storage | | **6** | 144 | Vending stall, Storage | | **7** | 113.4 | Ablution facility for Female & Male, Storeroom | | **8** | 16.35 | Trader stalls | | **9** | 16.35 | Trader stalls | | **10** | 7.5 | Kitchen hut | | **11** | 7.5 | Kitchen hut | | **12** | 64 | Solid waste building | |  | 100 | Timber cabins to be demolished | |  |  | External works | |

1. **Renovation:**

|  |
| --- |
| NONE |

1. **Design:**

|  |
| --- |
| NONE |

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

|  |
| --- |
| Plant as per Schedule 0.4 and materials as per Annex 3\_Jopa Women’s Safe Market. |

### 3.2 Specifications

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

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

|  |
| --- |
| Annex 4\_Jopa Safe Market Technical Specification\_Building Works |

#### 

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

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

1. **Health, Safety, Social and Environmental (HSSE) requirements related to Contractor’s design (if any):**

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

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

|  |
| --- |
| N/A |

#### 

#### 3.2.C Quality Management System requirements

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

|  |
| --- |
| Method Statement: During the Tender Stage the Contractor shall prepare and submit a draft Method Statement. This document is to be submitted along with the Quality Management/Control Plan with the returnable as stated in the Tender Dossier. The contractor will prepare and submit to UNOPS satisfaction a detailed method statement upon the award of the Contract during the mobilisation stage.  Quality Plan: Within one (1) week of the Commencement Date, the Contractor shall prepare a job-specific Quality Plan (QP) for all work performed under the Contract, and submit it to the UNOPS Engineer for approval. The QP shall contain the signature of a person at a management level in the Contractor’s organisation. This Plan shall include, but not be limited to, the following information:   * Senior personnel responsible for the execution of work and quality for the Contract. * Include an organisational chart. * Name of the Quality Management Representative. * Contract Program. * Contract procedures, test certificates, and manuals. * Inspection and Testing including all proposed inspections and testing (ITPs) * Inspection, measuring, and testing equipment. * Control of non-conforming products including all applicable records (NCR). * Handling, storage, packaging, and delivery plan. * Should the Contractor fail to execute the work in accordance with the approved Quality Plan, the Contractor shall be deemed to be in default.   Audits & Quality System: The UNOPS Engineer may conduct audits daily to determine that work is carried out in accordance with the HS&E and Quality Plans.  Material Testing: All materials shall be tested in accordance with the test [procedures stated in the approved QP & as stated in the method statement. The frequency and type of tests shall be as stipulated in the QP at the start of the project or when requested by the UNOPS engineer at any period of the works and carried out in the presence of the UNOPS Engineer (or their appointed representative) and to his satisfaction.   * The Contractor shall be responsible for the collection of samples and sampling as per standard methodology, curing and storage as required, transportation to testing centres, and ensuring that tests are done to standard procedures. As each item is completed, its acceptance shall be certified by the Contractor and countersigned by the UNOPS Engineer. * If any portion of the Works fails to pass the Tests on Completion, then tests on the said portion shall, if required by the UNOPS Engineer, be repeated within a reasonable time upon the same terms and conditions, save that all costs and losses incurred by the UNOPS in consequence of such failure and/or by such repetition shall be borne by the Contractor. * Proximate notification of each test or inspection shall be given to the UNOPS Engineer on an approved form not later than 48 hours prior to the scheduled commencement of the test. * The quality control material tests shall be conducted by a UNOPS appointed independent Laboratory which will be a Nominated Subcontractor to the Contractor. All payments will be handled through the Contractor in accordance with the Bill of Quantities and Conditions of Contract. * For the execution of the concrete works, it is necessary that the Concrete Design provides information on all its components, as well parameters for the control of the cement, water, aggregate, and additions. * For the execution of the reinforcement works it is necessary to provide test certificates for the reinforcement. * For the execution of other works (waterproofing, coatings, etc.) the Contractor needs to hold test certificates for the materials used for this structure. |

#### 

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

*(Description of Health, safety, social and environment requirements in accordance with Sub-Clause 4.9 of the General Conditions)*

|  |
| --- |
| HSSE (Health, Safety, Social and Environment) Plan   * The Risk Assessment and Contractor Environmental and Social Management Plan shall be submitted to the UNOPS Engineer for approval within one (1) week of the Commencement Date, and it shall adhere with the UNOPS CI Health and Safety Management Plans (Annexure I),Jopa ESMP, World Bank ES Standards and shall contain the approval signature of a person at a management level in the Contractor’s organization. The submitted health and safety plan shall include the risk assessment, emergency response plan, Contractor’s COVID-19 policy/playbook which shall align with the UNOPS COVID-19 Management at CI Sites (Annexure-IV) during the project construction works. * Changes to the HSSE and Quality Plans shall be subjected to review and approval by the UNOPS Engineer before they are implemented. * Where a contractor camp is required, the Contractor shall adhere to the UNOPS Contractor Camp Management Plan (Annexure-III).   Environmental and Social Management Plan (ESMP)   * The Contractor shall comply with all the requirements of the Environmental and Social Management Plan (ESMP) for the site. * The Contractor shall submit a Contractor ESMP (in accordance with the guidance document given by UNOPS) for approval within one week of the commencement date and shall contain the approval signature of a person at a management level in the Contractor’s organization * Sand abstraction will be done according to the provisions of the ZIRP Raw Material and Resources Abstraction guidance. The contractor shall ensure all necessary licences from Chipinge RDC and EMA are acquired for sand, gravel and sands abstraction. * Water abstraction permission shall be sought from Budzi Sub Catchment Council in case there is need for water abstraction.   Health Safety and Environmental Provisions   * The bidder shall take full responsibility for site HSSE and operational supervision in line with the specific site ESMP, risk assessments, local authorities’ permits and UNOPS HSSE Plan * HSSE compliance shall be according to UNOPS, GoZ, and World Bank Environmental and Social Standards. * Traffic Management shall also be put in place for the safety of both workers and the community. * All workers are required to wear adequate personal protective equipment (PPE) at all times during work including a safety helmet, safety vest, safety shoes, as well as gloves, eye, and ear protection (according to the specific task being carried out). In case of work at heights, adequate fall protection shall be provided for the workers affected. It is the responsibility of the Contractor to provide PPE for all Operators. Violations and/or disregard for the UNOPS Site Safety Rules may lead to immediate dismissal.   Site Health and Safety, Environmental and Social (HSSE) Personnel  The Contractor shall appoint and deploy personnel qualified in HSSE to undertake and manage HSSE plans and to ensure full compliance with UNOPS HSSE requirements and legal requirements. The personnel will among other things be responsible for the coordination of the following activities: -   * Formulation of Contractor ESMP * Implementation and reporting on the Contractor ESMP and UNOPS Jopa ESMP * Weekly HSSE reporting and inspections * Weekly HSSE inspections * Legal compliance and environmental licences, including sand abstraction & transportation and water extraction. * Training of workers * Maintaining HSSE documents on site   UNOPS Goal Zero   * The Contractor shall comply with the UNOPS Goal Zero requirements, including the UNOPS 10 Health and Safety Golden Rules. In addition, the Contractor shall adhere to the UNOPS site safety rules, HSSE policies, and procedures.   Safeguard of Life and Health   * The Contractor shall take and apply all necessary measures for the safeguard of the life and health of his workers, including the provision and maintenance of adequate First Aid Facilities throughout the Contract Period. The contractor shall ensure emergency preparedness procedures are set up on-site. A first aider is also required on site. * The Contractor must comply with the local government regulations in terms of COVID-19 and should adhere to best practices in health and safety, including from guidance issued by the World Health Organisation. The Contractor must comply with the UNOPS COVID-19 Management plan to protect staff and beneficiaries from the risks of COVID-19 and budget for appropriate risk mitigation equipment and supplies. * The Contractor will be required to have considered all potential hazards and determined suitable work methods and any controls required to manage potential hazards. A Risk Assessment shall be submitted to UNOPS within one week of the commencement date of the contract. Pre-task risk assessments shall be carried out before a task/activity and this shall be well documented.   Work Area: All personnel shall ensure the following:   * All new personnel must undergo a Site Induction prior to being allowed to commence working at the site * A tidy site must be established and maintained. Good housekeeping practices shall be maintained at all times. * All accumulated site rubbish must be removed at regular intervals and this shall be managed according to the waste management plan. * All statutory warning signs must be installed. * A site diary must be established and filled in daily. * Traffic management. * Safe access and exit to and from sites must be maintained. * All site materials must be stored in an orderly fashion. * Contractor management must regularly inspect the working site and submit weekly inspection reports to the UNOPS Engineer. * All inspection records, certificates for lifting equipment, plant, etc. must be available for inspection. All operators of equipment shall be qualified and competent. * Permit to work must be obtained for all activities, displayed, and kept up to date. * Toolbox talks must be given and documented on a weekly basis and pre-job meetings held daily.   HSSE Incident Reporting: UNOPS has a ZERO harm policy and as such reporting, all near misses and incidents is crucial:   * In the event of any emergency, injury, spill, and/or near-miss the UNOPS Engineer must be informed immediately. * All unsafe acts and near misses must also be reported to the UNOPS Engineer within 12 hrs. * Social incidents shall also be reported to UNOPS immediately   End of contract HSSE documents: During and after completion of the construction work, the Contractor will provide a copy of the following documents to the UNOPS Project Manager for review and approval:   * All construction risk assessments and pre task risk assessments * Approved HS Plan updated * List of all Subcontractors involved, their details, and work scope. * A register of all incidents * Investigation reports of all incidents (with all corrective actions completed) * Records of all incidents reported to the National Regulatory Authority. i.e. Department of Labor * UNOPS/Contractor Management HS audits (site establishment, legal compliance, in-house Copies of all HS non-conformance reports receive/issued (including corrective and preventive plans) * PPE Issuance Registers * Visitor Induction Registers * Clearances/permits from local authorities * Worker temperature records   Contractor Camp Management Plan   * The Contractor shall comply with the requirements of the UNOPS CI Contractor Camp Management Plan (refer to Annex 7).   Prevention of Sexual Exploitation and Abuse (PSEA) & GBV)   * UNOPS has zero-tolerance for sexual exploitation and abuse & gender-based violence. The Contractor shall include within their Code of Conduct provisions that create an enabling work environment and prevent sexual harassment, gender discrimination, and gender-based violence (GBV) in the workplace. The Codes should spell out penalties where any worker commits an offence identified above. GBV and PSEA posters shall be put up on site.   Gender Action Plan   * The Contractor shall implement the following requirements in fulfilment of the UNOPS Gender Action Plan * The Contractor shall provide equal employment opportunities for both men and women. To that end, a quota system of at least 50% of females to males is encouraged. The Contractor must also ensure that the contracted workers are representative of different age groups. * Gender-sensitive welfare facilities shall be made available at all sites. That is the Contractor must provide separate lockable toilets for men & women. These must also be located in such a way as to ensure safety and privacy ( i.e not in a heavily vegetated area where a worker may be waylaid). * Where necessary the Contractor shall also provide a child care area for those females who may be lactating so that they are not excluded from work and can still tend to both the work and child care activities. * The Contractor shall include within their Code of Conduct provisions that create an enabling work environment and prevent sexual harassment, gender discrimination, and gender-based violence (GBV) in the workplace. The Codes should spell out penalties where any worker commits an offence identified above. * The Contractor shall facilitate their staff receiving training/awareness on GBV and sexual exploitation and abuse (SEA). |

#### 

#### 3.2.E Sustainability requirements

*(Description of sustainability requirements if any)*

|  |
| --- |
| The Contractor ESMP shall include sustainability issues. |

#### 

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

*(Details of Facilities, Equipment, Materials and others provided by Employer in accordance with Sub-Clause 2.3 of the General Conditions)*

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

#### 

#### 3.2.G Training r[equirements](#_r9l4zboczgj9)

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

|  |
| --- |
| **Training Topic 1**   * **Description:** * **Details of Trainees:** * **Training Duration/Dates:** * **Trainer Requirements:** * **Training facilities:** * **Training materials:** |

|  |
| --- |
| **Training Topic 2**   * **Description:** * **Details of Trainees:** * **Training Duration/Dates:** * **Trainer Requirements:** * **Training facilities:** * **Training materials:** |

|  |
| --- |
| **Training Topic 3**   * **Description:** * **Details of Trainees:** * **Training Duration/Dates:** * **Trainer Requirements:** * **Training facilities:** * **Training materials:** |

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

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

|  |
| --- |
| The Contractor shall provide:   * As built drawings in AutoCAD and pdf formats within 7 working days of any changes to the construction drawings and at project completion 7 working days after submission of Close out report before taking over by UNOPS. * Operation and maintenance manual within 7 working days of any changes to the construction drawings and at project completion 7 working days after submission of Close out report before taking over by UNOPS. |

### 

### 3.3 Drawings

|  |
| --- |
| Annex 2\_Jopa Women’s Market Structural Engineering Drawings  Annex 2\_Jopa Women’s Market Civil Drawings  Annex 2\_Jopa Women’s Market Electrical Drawings  Annex 2\_Jopa Women’s Market Plumbing Drawings  Annex 2\_Jopa Women’s Market Architectural Drawings  Annex 2\_Jopa Women’s Market Junction Detail  Annex 2\_Jopa Women’s Market Culvert drawings |

### 

### 3.4 Valuation and Payment

|  |  |  |
| --- | --- | --- |
| **Sub-Clause No.** | **Description** | **Details** |
| **9.3** | Provisional Sums items | **1.** Supply, delivery and installation of Project signage:2000 USD  **2.** Supply, delivery and installation of 2 x rocket stoves:600 USD  **3.** Landscaping requirements:2000 USD |
| **10.1** | Method of valuation | ☐ Lump sum only  x Measure & pay only  ☐ Combination of measure & pay and lump sum |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | **N/A** |
| **10.3** | Timing for submission of Statements | 5th of every month |
| **10.3** | Requirements for the submission of Statements | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.3** | Payment for Plant and/or Materials delivered to Site | 100%of substantiated value of Plant and/or Materials |
| **10.3** | Plant and Materials listed for payment when delivered to Site | **1.** Cement  **2.** Bricks  **3.** Timber  4. Ground screws  5. Reinforcement  6. Fencing |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | 1. Ground screws equipment  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### 3.5 Programme Requirements

|  |
| --- |
| The execution of the works will be undertaken in phases as listed below and outlined in the Programme   * Phase 1: Mobilisation * Phase 2: Execution of Civil works * Phase 3. Structural Works * Phase 4: Execution of Ancillary works * Phase 5: Commissioning & Provisional Handover * Phase 6. Defect Notification Period and Final Handover |

### 3.6 Nominated Subcontractors

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

### 3.7 Reporting Requirements

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

|  |
| --- |
| * During implementation, the Contractor shall provide UNOPS with daily, weekly, and monthly progress reports including yet not limited to:   - Meetings held with counterparts, sub-Contractors, etc.  - Progress reporting, delays, etc.  - Staff employed by Contractor, Sub-Contractors, counterparts.  - Financial status, projected cash flow, expected variations.  - Technical Issues.  - HSSE issues.  - Quality control tests carried out and results.  - Labour, plant, and materials plans and site records  - Daily activity logs and weather records.  - Photographs and videos of the progress of the weekly and monthly reports. |

### 

### 3.8 Employer's Delegations

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

### 3.9 Key Personnel Requirements

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Position description/Title** | **Required qualification** | **Area of experience required** | **Years of relevant experience required** |
| **1** | Project Manager | Degree in Civil Engineering | Construction management | 7 years |
| **2** | Site Engineer | Degree in Civil Engineering | Construction management | 3 years |
| **3** | SiteForeperson | Diploma in Civil Engineering/Artisan in any Civil engineering field | Construction management | 7 years |
| **4** | HSSEOfficer | Diploma/Degree in Occupational Health and Safety | Construction sites | 3 years |
| **5** | Surveyor | Degree in Surveying and Geomatics | Construction sites | 3 years |

### 3.10 Equipment and Machinery Requirements

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description of item (Equipment or Machinery)** | **Units** | **Remarks** |
| **1** | 400L Concrete mixer x 1 | **1** |  |
| **2** | TLB x 1 | **1** |  |
| **3** | Tipper truck x 1 | **1** |  |
| **4** | Concrete poker vibrator x 1 | **1** |  |
| **5** | Vibratory plate compactor x 1 | **1** |  |
| **6** | Diesel generator x 1 | **1** |  |
| **7** | Dewatering pump x 1 | **1** |  |
| **8** | Jumping jack compactor x 1 | **1** |  |

### 

### 3.11 Insurance Requirements

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

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

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