



# **CONSTRUCTION CONTRACT FOR SMALL WORKS SCHEDULES**

Version 1.0 | 2022

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# 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	<b>Renovating Existing Basement Floor at Ramallah Medical Centers -West Bank</b>
1.3	Employer's address for communication	<b>Name:</b> Sophie Nyirabakwiye <b>Position title:</b> Head of Programme / Director OiC <b>Address:</b> P.O. Box 55157- Beit Hanina - Jerusalem <b>Email address:</b> sophien@unops.org <b>Telephone/Mobile number:</b> +972 545318782
1.3	Agreed system of electronic transmission	<b>Email:</b> <a href="mailto:sophien@unops.org">sophien@unops.org</a> & Saida@unops.org <input type="checkbox"/> If others, specify:
3.1	Employer's Representative	<b>Name:</b> Said AlSharif <b>Position title:</b> Project Manager <b>Address:</b> P.O. Box 55157- Beit Hanina - Jerusalem <b>Email address:</b> Saida@unops.org <b>Telephone/Mobile number:</b> 00972599678116
4.2	Performance Security amount	10 % of the Contract Price
4.2	Currency of the Performance Security	US Dollars (USD)
4.2	Permitted guarantors for Performance Security	<input type="checkbox"/> Bank or financial institutions approved by the Employer <input checked="" type="checkbox"/> Bank approved by the Employer
6.1	Commencement Date	10/07/2023 (TBC)
6.2	Time for Completion	<b>For whole of the Works:</b> 16 calendar Weeks

6.5	Delay Damages	<p><b>For Whole of the Works:</b></p> <p><input type="checkbox"/> Amount per day: _____ USD</p> <p><input checked="" type="checkbox"/> 0.1 % of the Contract Price per day</p> <p><b>For Sections: Not Applicable</b></p> <p><b>Section 1:</b></p> <p><input type="checkbox"/> Amount per day: _____ USD</p> <p><input type="checkbox"/> _____ % of the value of the Section per day</p> <p><b>Section 2:</b></p> <p><input type="checkbox"/> Amount per day: _____ USD</p> <p><input type="checkbox"/> _____ % of the value of the Section per day</p> <p><b>Section 3:</b></p> <p><input type="checkbox"/> Amount per day: _____ USD</p> <p><input type="checkbox"/> _____ % of the value of the Section per day</p>
6.5	Aggregate maximum amount of Delay Damages	10 % of the Contract Price
8.1	Defects Notification Periods (DNP)	12 months
8.4	Latent Defect Period	Not Applicable
10.2	Advance payment amount	<p><input type="checkbox"/> _____ % of the Contract Price</p> <p><input type="checkbox"/> _____ USD</p> <p><input checked="" type="checkbox"/> Not applicable</p>
10.2	Permitted guarantors for advance payment	Not Applicable
10.2	Period of repayment of advance payment	Not Applicable
10.3	Retention Money to be deducted from the IPC	10 % of the relevant value of the Works completed
10.3	Limit of Retention Money	<p><input type="checkbox"/> _____ USD</p> <p><input checked="" type="checkbox"/> 10 % of Contract Price</p>
10.3	Rate of advance payment deductions	Not Applicable
10.5	Retention Money to be released at taking over of Works or Sections	5 % of the Retention Money deducted for the value of the Section or whole of the Works, as applicable

		At UNOPS discretion, contractors may obtain the second 5% retention by submitting a bank guarantee for the amount of the second 5% retention valid until the end of DNP.
<b>10.10</b>	Currencies of payment	<b>Currency : US Dollars (USD)</b>
<b>10.10</b>	Proportions of currencies for payment	Not Applicable
<b>10.10</b>	Rate of exchange	UN official rate at the month of payment
<b>10.11</b>	Annual rate of financing charges for delayed payment	Not Applicable

## 1.2 Details Provided by the Contractor

Sub-Clause No.	Description	Details
10.1	Contract Price	<p><b>Amount in words:</b></p> <input type="text"/> <p><b>Amount in figures:</b></p> <input type="text"/>
1.3	Contractor's address for communication	<p><b>Name:</b></p> <input type="text"/> <p><b>Position title:</b></p> <input type="text"/> <p><b>Address:</b></p> <input type="text"/> <p><b>Email address:</b></p> <input type="text"/> <p><b>Telephone/Mobile number:</b></p> <input type="text"/>
4.3	Contractor's Representative	<p><b>Name:</b></p> <input type="text"/> <p><b>Position title:</b></p> <input type="text"/> <p><b>Address:</b></p> <input type="text"/> <p><b>Email address:</b></p> <input type="text"/> <p><b>Telephone/Mobile number:</b></p> <input type="text"/>

## SCHEDULE 2: PROJECT SPECIFIC INFORMATION

### 2.1 Project Details

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

Renovating Existing Basement Floor at Ramallah Medical Centers -West Bank

Ramallah - West bank - Palestine

For Other details - Please refer to the attached scope of works document

### 2.2 Site Plan

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

- **Ramallah Medical Center - Ramallah ( in the Palestine medical complex)**

- Location: 31.901763 N , 35.194405 E

For Other details - Please refer to the attached scope of works document

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

Please refer to the attached scope of works document

The works is for the renovation for the existing basement floor of Ramallah medical center

Access to the site shall be coordinated with the medical center to ensure not disturbing their ongoing operations

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

Please refer to the attached scope of works document

The works is for the renovation for the existing basement floor of Ramallah medical center

Access to the site shall be coordinated with the medical center to ensure not disturbing their ongoing operations

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

Please refer to the attached scope of works document

The works is for the renovation for the existing basement floor of Ramallah medical center

Access to the site shall be coordinated with the medical center to ensure not disturbing their ongoing operations

**5. Description of approved location for the Contractor's 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 General Conditions):**

Please refer to the attached scope of works document.

The works is for the renovation for the existing basement floor of Ramallah medical center

Access to the site and other arrangements including the site facilities shall be coordinated with the medical center to ensure not disturbing their ongoing operations

Please also refer to the mobilization BoQ item

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

Please refer to the attached scope of works document.

The works is for the renovation for the existing basement floor of Ramallah medical center

Access to the site and other arrangements including the site facilities shall be coordinated with the medical center to ensure not disturbing their ongoing operations

Please also refer to the mobilization BoQ item





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

Please refer to the attached scope of works document.

The works is for the renovation for the existing basement floor of Ramallah medical center  
Access to the site and other arrangements including the site facilities shall be coordinated with the medical center to ensure not disturbing their ongoing operations

Disposal areas shall be coordinated with local authorities

Please also refer to the related BoQ items

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

Please refer to the attached scope of works document.

The works is for the renovation for the existing basement floor of Ramallah medical center  
Security arrangements shall be coordinated with the medical center and local authorities

Please also refer to the related BoQ items

**9. Any other Site details:**

Please refer to the attached scope of works document.

## SCHEDULE 3: REQUIREMENTS OF EMPLOYER

### 3.1 Scope of Works

Please refer to the attached scope of works document.

### 3.2 Specifications

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

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

Please refer to the attached technical specifications

#### 3.2.B Requirements for Contractor's design

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

### 3.2.C Quality Management System requirements

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

The contractor has to provide a detailed quality management plan, to be submitted for UNOPS demonstrating the approach to be taken to quality matters during the execution of the works.

Risk assessment and method statement for key tasks shall also be submitted

Once UNOPS approve the quality management plan, then it shall be followed during the whole project duration

### 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)*

-The bidder has to provide a Health and safety management plan for the project demonstrating the capacity to consistently construct the works in a suitably safe manner . And detailed risk assessments and method statements for the key tasks.

-Refer to the attached UNOPS Health and safety (HS) plan under TAB “Documents” in Esourcing.

-The bidder has to provide an environmental management plan and detailed risks assessments and method statements for the project demonstrating the environmental issues involved in carrying out the works and the bidder’s capacity/approach to eliminating/mitigating negative environmental impact during the execution of the contract. UNOPS rules and procedures related to the social and environment shall be applied all the time during the project implementation.

### 3.2.E Sustainability requirements

*(Description of Sustainability requirements if any)*

Sustainable operations shall be followed. Respecting environment also is required all the time

### 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	None	
	2		
	3		
	4		
	5		
Equipment	1	None	
	2		
	3		
	4		
	5		
Materials	1	None	
	2		
	3		
	4		
	5		



### 3.2.G Training requirements

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

- HSSE briefings
- Health ,safety , Social & Environmental trainings as per the approved HS plan

### 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 Contractor in accordance with Sub-Clause 4.1 of General Conditions)*

The Contractor shall submit to the Employer's Representative such, as-built records and/or operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this Section or part of the Works

## 3.3 Drawings

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

Refer to the attached Drawings

### 3.4 Valuation and Payment

Sub-Clause No.	Description	Details
9.3	Provisional Sums items	Refer to the BoQ for Provisional items ( If any)
10.1	Method of valuation	<input type="checkbox"/> Lump sum only <input type="checkbox"/> Measure & pay only <input checked="" type="checkbox"/> 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	By the end of each month
10.3	Requirements for the submission of Statements	As stated under 10.3
10.3	Payment for Plant and/or Materials delivered to Site	N/A
10.3	Plant and Materials listed for payment when delivered to Site	N/A
10.3	Plant and Materials listed for payment when shipped to the Country	N/A

### 3.5 Programme Requirements

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

The preliminary programme shall show the dates when the milestones identified in the Contract shall be achieved. It shall also include and/or be accompanied by:

- A programme narrative that describes the mechanisms and assumptions made in preparing the programme; and
- A critical path analysis for the execution of the works which shall clearly show the float times available within the programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity.
- Actual progress shall be calculated and compared to the planned one every week
- Contractor is required to apply and corrective actions and revise the program ( including corrective measure to expedite the progress ) in case the planned progress is not achieve and a delay occur so that the project milestones to be achieved

### 3.6 Nominated Subcontractors

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

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

### 3.7 Reporting Requirements

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

The following reports are required from the contractor during the implementation period:

- Daily progress report.
- Weekly progress monitoring report ( actual progress vs planned progress, S Curve)
- Daily and weekly HSSE reports.

### 3.8 Employer's Delegations

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

### 3.9 Key Personnel Requirements

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

No.	Position description/Title	Required qualification	Area of experience required	Years of relevant experience required
1	Project Manager	Managing of Min. two similar projects	Project Manager	7 years
2	Architectural/ Civil Engineer	Minimum of working in two similar projects	Project Engineer / Site Engineer	5 Years
3	Electrical engineer	Minimum of working in two similar projects	Electrical engineer	10 Years
4	Mechanical Engineer	Minimum of working in two similar projects	Mechanical Engineer	10 Years

### 3.10 Equipments and Machinery Requirements

(Details of Equipments 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	Hand tools, such as; screwdrivers, brushes, trowels, wrenches, knives, crimpers, clamps, and so on.	1	To be inspected as per the HS plan
2	Power tools may be powered by electricity, compressed air, liquid fuel, hydraulic power, or powder-actuated and might include; mixers, saws, cutters, drills, grinders, guns, breakers, and so on.	1	To be inspected as per the HS plan
3	Scaffolding.	Many as required	To be inspected as per the HS plan
4	Others to be added upon the contract signature		
5			

### 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
Third Party Liability within the area of construction site	Standard Third Party Liability	Construction period	USD 200,000 any one occurrence;
Workman's Compensation/ Employer's Liability Insurance	Standard	Construction period	No less than USD 200,000 for any one incident as otherwise required by Palestinian Authority labor Law.
Construction all risk insurance for Works, Plant and Materials	Standard	Construction period	The replacement value of the Contractor's Works, materials, Plant and Equipment.
Motor Insurance and Third party property damage	Standard	Construction period	Minimum the full replacement cost (the term "cost" includes profit).

## SCHEDULE 4: CONTRACT SCHEDULES FROM THE CONTRACTOR

### 4.1 Quantities and Rates

#### 4.1.A Bill of Quantities

*(Details including description, quantities and unit rates of items - including preliminaries and provisional sums)*

#### 4.1.B Daywork Schedule

*(Details in accordance with Sub-Clause 9.4 of the General Conditions)*

No.	Item description	Rates	Payment schedule (Daily/Weekly/Monthly)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

### 4.2 Programme

*(In accordance with Sub-Clause 6.3 of the General Conditions)*

### **4.3 Method Statement**

*(Description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works (including the Health and Safety Management Plan, Quality Management System and Social and Environmental Plan as applicable)*



## 4.4 Key Personnel

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

No.	Position Description	Name	Qualification	Years of relevant experience
1				
2				
3				
4				
5				

## 4.5 Organizational Structure

## 4.6 Subcontractors

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

No.	Description of the Subcontractors Work or Services	Name of the Subcontractors
1		
2		
3		
4		
5		

## 4.7 Contractor's Equipments and Machinery

*(Details of Contractor's Equipments and Machinery in accordance with Sub-Clause 4.7 of the General Conditions)*

No.	Description of Item (Equipment or Machinery)	Units	Remarks
1			
2			
3			
4			
5			

## 4.8 Sources of Naturally Occurring Materials

*(Details of any pre-identified sources of construction materials such as borrow pits, quarry sites, water sources, sand sources and likewise)*

No.	Description of Materials	Description of identified sources and location
1		
2		
3		
4		
5		

## 4.9 Insurance Details and Insurances

*(Details of insurances that are available in accordance with Clause 15 of the General Conditions)*

### 1. Construction all risks insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

### 2. Public liability insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

### 3. Workers' compensation insurance

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

### 4. Insurances required by Laws and by local practice

Name of Insurer:	
Policy No.:	
Insured Amount:	
Renewal Date:	
Name of Broker:	
Contact details of Broker:	

**5. Any other insurance**

<b>Name of Insurer:</b>	
<b>Policy No:</b>	
<b>Insured Amount:</b>	
<b>Renewal Date:</b>	
<b>Name of Broker:</b>	
<b>Contact details of Broker:</b>	

**6. Professional liability insurance**

<b>Name of Insurer:</b>	
<b>Policy No.:</b>	
<b>Insured Amount:</b>	
<b>Renewal Date:</b>	
<b>Name of Broker:</b>	
<b>Contact details of Broker:</b>	

## 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 contractor's letterhead]

To: UNOPS  
[insert address of the Employer]

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

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

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

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

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

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

This Discharge shall become effective after the Contractor has received:

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

The Contractor acknowledges that the Employer will make the Final Payment pursuant to 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:  
\_\_\_\_\_  
\_\_\_\_\_