

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 [<i>Bidder Eligibility</i>].	<ul style="list-style-type: none"> Schedule 0.1 [<i>Quotation Submission Declaration</i>] Schedule 0.2 [<i>Bidder's Information</i>] Schedule 0.3 [<i>Joint Venture Partner Information</i>], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. UNGM suppliers ineligibility lists
2. The quotation is complete, i.e., all documents and technical documentation requested in Section I: Instructions to Bidders , Article 11 [<i>Content of Quotation Submissions</i>] have been provided and are complete.	<ul style="list-style-type: none"> All documentation as requested under Section I: Instructions to Bidders, Article 11 [<i>Content of Quotation Submissions</i>]
3. The bidder accepts conditions of the Contract as specified in Section III: Conditions of Contract .	<ul style="list-style-type: none"> Schedule 0.1 [<i>Quotation Submission Declaration</i>]
4. A bid security is provided.	<ul style="list-style-type: none"> Schedule 0.8 [<i>Form for Bid Security</i>] - NOT USED
5. Bidder is a legally registered entity under the laws of Ukraine (or has a representative/branch office legally registered in Ukraine) and shall provide UNOPS with the copy of state registration certificate or equivalent document.	<ul style="list-style-type: none"> Copy of state registration certificate or equivalent document.
6. Bidder has a valid permit for the proposed works or equivalent document for the relevant services.	<ul style="list-style-type: none"> Copy of valid permit for the proposed works or equivalent document

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 an average annual turnover of minimum 1 500 000 USD during at least the last 3 years and should submit a copy of certified financial statements for the last three years (2021, 2022 and 2023).	<ul style="list-style-type: none"> • Copy of audited financial statements for the last three (3) years
2. Bidder is in continuous business of provision of construction/reconstruction works during at least the last five (5) years.	<ul style="list-style-type: none"> • Certification of incorporation of the bidder
3. The bidder has experience successfully delivering at least similar three (3) construction works contracts during the last five (5) years prior to bid opening	<ul style="list-style-type: none"> • Schedule 0.4 [<i>Capacity and Experience</i>] • Schedule 0.7 [<i>Performance Statement</i>] • Copies of previous contracts <u>and</u> copies of Works Completion Certificates (Acceptance Acts)
4. The bidder and/or its partner (as a Joint Venture partner or similar) and/or its subcontractor(s) offered for this case, has experience in successfully delivering similar two (2) construction works contracts on restoration of the architecture monuments/heritage sites of similar size (2000 m2 or more) during the last five (5) years prior to bid opening. Alternatively , the bidder may provide Key Personnel members (e.g. Project Manager and/or Site Civil Engineer and/or Foreman/Construction Manager, etc.) with proven successful experience in (2) construction works contracts on restoration of the architecture monuments/heritage sites of similar size (2000 m2 or more) during the last five (5) years prior to bid opening.	<ul style="list-style-type: none"> • Schedule 0.4 [<i>Capacity and Experience</i>] • Schedule 0.7 [<i>Performance Statement</i>] • Copies of previous contracts <u>and</u> copies of Works Completion Certificates (Acceptance Acts) <p>Alternatively:</p> <ul style="list-style-type: none"> • Schedule 4.6 [<i>Subcontractors</i>] • Schedule 0.5 [<i>Format for Resume of Proposed Key Personnel</i>] • Schedule 4.4 [<i>Key Personnel</i>]

3. TECHNICAL CRITERIA

Criteria evaluated on a pass/fail basis during the technical evaluation	Documents to establish compliance with the criteria
To be substantially compliant, bidders must meet all the minimum requirements/criteria and score 'pass' against each of the criteria.	<p>In Section VI: Returnable Schedules:</p> <ul style="list-style-type: none"> • All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>] <p>(particular attention is drawn to importance of Schedule 4.2 [<i>Programme</i>] using the model</p>

template developed by UNOPS and Schedule 4.3
[*Method Statement*])

- Schedule 0.5 [*Format for Resume of Proposed Key Personnel*]

Parts of the Technical Quotation Evaluation: Number and description		Obtainable rating
1.	Bidder's capacity and expertise	Pass/Fail
2.	Proposed methodology, approach and implementation plan	Pass/Fail
3.	Key personnel proposed	Pass/Fail
4.	Key equipment proposed	Pass/Fail
5.	Oral presentations	NOT USED

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	<ul style="list-style-type: none"> • Copy of (audited) financial statements for the last three (3) years • Schedule 4.5 [<i>Organizational Structure and/or Company Profile</i>] • Schedule 4.6 [<i>Subcontractors</i>]
1.2	The bidder has the capacity to undertake the scope of Works in addition to its current workload. Bidders are required to provide a statement of available capacity and demonstrate an additional list of non-key <u>but essential</u> personnel that will be included in the project implementation, e.g. concrete workers, masons, painters, roofers, welders (in a separate document).	<ul style="list-style-type: none"> • Schedule 0.4 [<i>Capacity and Experience</i>] • Schedule 4.4 [<i>Key Personnel</i>] • Statement on availability of essential personnel

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.	<ul style="list-style-type: none"> • All schedules under Schedule 4 [<i>Contract Schedules from the Bidder</i>] 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.	<ul style="list-style-type: none"> • Schedule 4.2 [Programme], using the model template developed by UNOPS <i>Bidders are encouraged to provide a narrative in support of the Programme. UNOPS may reach out to bidders to clarify Programme via eSourcing Requests for Clarification.</i>
2.3	The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder's insurances comply with the requirements of the RFQ(if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.11 [Insurance Requirements], if selected.	<ul style="list-style-type: none"> • 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.	<ul style="list-style-type: none"> • Schedule 4.3 [Method Statement] • Documentation regarding QA/QC, if available (e.g. Quality Management System (QMS), Policies, Procedures and the likewise documents). • Documentation regarding HSSE Management (Health and Safety Policy, generic Health and Safety Plan and the likewise documents). Note: bidders are strongly encouraged to prepare and submit a contextualized HSSE Plan related to the subject scope of work.
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.	<ul style="list-style-type: none"> • Schedule 4.6 [Subcontractors]
2.6	The bidder does not have disputes or the dispute(s) of the company is(are) not significant and can not affect the company's financial stability and performance.	<ul style="list-style-type: none"> • Schedule 0.10 [Dispute Details]
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.	<ul style="list-style-type: none"> • Schedule 4.3 [Method Statement] • Schedule 4.2 [Programme], using the model template developed by UNOPS (as described for the tender stage in 3.5 [Programme Requirements] Section V: Requirements).

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.	<ul style="list-style-type: none"> • Schedule 4.4 [<i>Key Personnel</i>] • Schedule 4.5 [<i>Organizational Structure</i>]
3.2	<p>The qualifications and experience of Key Personnel proposed meet the established requirements.</p> <p>Key personnel:</p> <ul style="list-style-type: none"> • Project Manager • Foreman / Construction Manager • Senior Engineer / Project Engineer • Quantity Surveyor • Quality Manager • Site (Civil) Engineers - at least 2 • Project Health, Safety and Environmental (HSE) Engineer • Site Health, Safety and Environmental (HSE) Engineer • Electrical Engineer • Mechanical Engineer <p><i>Essential personnel available at all times during the contract implementation, to ensure the uninterrupted performance of works:</i></p> <ul style="list-style-type: none"> • Concrete Workers • Welders • Masons • Roofers <p><i>As mandated by the UNOPS Sustainable Procurement Framework, UNOPS strongly encourages bidders to undertake all possible efforts to promote the employment of qualified/skilled female personnel.</i></p>	<ul style="list-style-type: none"> • Schedule 0.5 [<i>Format for Resume of Proposed Key Personnel</i>] • Schedule 4.4 [<i>Key Personnel</i>] • Copies of diploma and/or certification • List of essential personnel that will be included in the project implementation, e.g. concrete workers, masons, roofers, welders (name, position, years of experience in the subject matter)

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	<p>The proposed equipment meets the established requirements in Schedule 3.10 [<i>Equipment and Machinery Requirements</i>] and demonstrates the capacity of the bidder to undertake the work and their uninterrupted performance.</p> <ul style="list-style-type: none"> • Vehicles (material transport/removal) • Asphalt pavers (small) • Cranes 25 t (or more) • Excavators (small and medium size) • Soil compactor • Truck concrete pump • Vibro Presses for concrete compaction • Scaffolding (erected) h12m, L-130m 	<ul style="list-style-type: none"> • Schedule 4.7 [<i>Contractor's Equipment and Machinery</i>]

- mobile scaffolding unite 1.0*2.0*14m-1 items, aerial platform for emergency work-1 item
- Formwork for concrete work (150m2 min)
- A set of auxiliary equipment for the underground works in shelter for shortcrete walls and (temporary fences, mobile toilets, mobile unit for workers, containers for temporary storage of garbage and construction materials, etc.

Part 5: Oral presentations

5.1 NOT USED

SECTION III: CONDITIONS OF CONTRACT

INSTRUMENT OF AGREEMENT

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

GENERAL CONDITIONS OF CONTRACT

- [Construction Contract for Small Works: General Conditions of Contract](#)

PARTICULAR CONDITIONS OF CONTRACT

Part 1: Amended Clauses¹

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	Not applicable	
2		
3		
4		
5		

Part 2: Additional Clauses²

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	Not applicable	
2		
3		
4		
5		

¹ For use to the discretion of the bidder, if deemed necessary

² For use to the discretion of the bidder, if deemed necessary

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	Not applicable
1.3	Employer's address for communication	Interested vendors must respond to this tender using the UNOPS eSourcing system, via the UNGM portal. In order to access the full UNOPS tender details, request clarifications on the tender, and submit a vendor response to a tender using the system, vendors need to be registered as UNOPS vendor at the UNGM portal and be logged into UNGM. For guidance on how to register on UNGM and submit responses to UNOPS tenders in the UNOPS eSourcing system, please refer to the user guide and other resources available at: https://esourcing.unops.org/#/Help/Guides
1.3	Agreed system of electronic transmission	E-Sourcing
3.1	Employer's Representative	Name: Teresa MOLERO RODRIGUEZ Position title: Senior Project Manager Address: 67 Bolshaya Morskaya Street, Mykolaiv, Mykolaiv region, 54000 Email address: teresam@unops.org Telephone/Mobile number: +38 066 964 5309
4.2	Performance Security amount	5% of the Contract Price
4.2	Currency of the Performance Security	US Dollar
4.2	Permitted guarantors for Performance Security	<input checked="" type="checkbox"/> Bank or financial institutions approved by the Employer
6.1	Commencement Date	Twenty-one (21) calendar days after the Contract Effective Date
6.2	Time for Completion	For whole of the Works: 12 months
6.5	Delay Damages	For Whole of the Works: 0.1 % of the Contract Price per day
6.5	Aggregate maximum amount of Delay Damages	10% of the Contract Price

8.1	Defects Notification Periods (DNP)	12 months after Certificate of Substantial Completion
8.4	Latent Defect Period	Not applicable
10.2	Advance payment amount	10% of the Contract Price
10.2	Permitted guarantors for advance payment	<input checked="" type="checkbox"/> Bank or financial institutions approved by the Employer
10.2	Period of repayment of advance payment	<input checked="" type="checkbox"/> 2 Interim Payment Certificates (IPCs)
10.3	Retention Money to be deducted from the IPC	5% of the relevant value of the Works completed
10.3	Limit of Retention Money	5% of Contract Price
10.3	Rate of advance payment deductions	1-st IPC - 20% 2-nd IPC - 80%
10.5	Retention Money to be released at taking over of Works or Sections	50% of the Retention Money deducted for the value of the whole of the Works The remaining 50% of the Retention Money to be released with the expiration of the DNP and subject to the final completion certificate
10.10	Currencies of payment	Currency 1: USD
10.10	Proportions of currencies for payment	Currency 1: 100 %
10.10	Rate of exchange	Not applicable
10.11	Annual rate of financing charges for delayed payment	Not applicable

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)

In Ukraine, the war and ongoing hostilities have led to widespread destruction of towns, cities, infrastructure, and utilities and contamination with explosive remnants of war, leading to mass displacement of local populations. As the line of contact shifts and Ukraine liberates occupied territory, it is becoming more feasible for displaced people and refugees to consider the possibility of returning to their homes and communities.

The war has caused wide-reaching impacts on many communities, ranging from damaged housing stock, community infrastructure assets such as schools and health facilities, physical and financially impacted local businesses, either by war-caused damages, supply chain issues, and lack of demand, when the local population has left, for example. In addition, there are disruptions and impacts on utilities such as electricity, heating, water, and sewerage services, as well as communications.

Project "Restoring Communities and Social Infrastructure: A Settlements-based approach in Mykolaiv", is integrated into the development of reconstruction master plans in the city of Mykolaiv to support the immediate reconstruction efforts in the city and Oblast (development led by one-works, with support from Denmark).

The project intends to look at these communities not simply through an infrastructure lens but to use the reparation of infrastructure as a catalyst for the rejuvenation of a settlement or community, mainly focusing on immediate housing, mainly focusing on immediate housing repairs (light and medium), shelters for schools and feasibility study for the Shipbuilding University.

In addition, UNOPS will also carry out the stabilization works for the rehabilitation of the Arkas' Gymnasium, which was seriously damaged on the night of 1 November 2022 when Russian invasion forces carried out another missile attack on Mykolaiv city. This historic building is located in the city's center and is one of its emblems.

The missile that hit the First Ukrainian Gymnasium, named after Mykola Arkas, in November 2022 caused severe damage to the main entrance area of the building. As a result of the explosion, part of the facade wall collapsed, and adjoining parts of the walls encountered extensive damage, such as cracks in the solid masonry, cracked arched lintels, etc.

The transverse walls surrounding the entrance area were damaged as well. Given that a combination of longitudinal and transverse walls provided overall stability to the structure, the building's overall stability is now at serious risk.

Thus, the scope of this project aims for UNOPS to implement stabilization works, using the design commissioned by the local designer and reviewed by the international experts to ensure longer-term stabilization of the building and prevention of its collapsing.

2.2 Site Plan

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

34 Nicolska Street, Mykolaiv, Mykolaiv region, 54000 [46°58'37.2" 31°59'09.3](#)
additional information in the designs

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

The Site comprises of multiple parts. Each site to be repaired under this Contract and its land plot represent the part of the Site. The Contractor will be given access to all parts of the Site at one time, upon confirmation from the Employer's Representative. The Contractor shall notify the Employer's Representative regarding its intention to commence the execution of the Works at each part of the Site not later than 7 days before the intended date. The Contractor shall coordinate all activities with the local authorities.

The contractor should perform the construction works as per the contract signed with UNOPS and in line with Ukrainian legislation whenever applicable and relevant. UNOPS and the selected contractor should work closely with the management of local authorities representatives regional/district departments to develop a timeline for construction works thus enabling the authorities (if technically possible and in line with the security and safety considerations) to align the construction works whenever possible.

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

Access roads are public roads and/or city/town/village public streets. Traffic Rules and regulations for the public road apply.

All parts of the Site are located within the city/town/village boundaries. Government and Communal regulations for the execution of construction works in the settlements apply.

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

Martial Law provisions apply. Government and/or Local Administrations introduced certain restrictions regarding access to the territories of Mykolaiv Oblasts, including, but not limited to, curfew and special regime of access to the territories in close proximity to the boundary of Ukraine and front line. The Contractor shall make itself familiar with and follow all and any regulations applicable. The Contractor shall keep tracking and follow any changes to the specific restriction imposed by the Government and/or local Administrations.

5. Description of approved location for the Contractor's³ 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):

For each part of the Site, the Contractor shall coordinate the locations for the Contractor's Site Facilities with the Employer's Representative.

³ 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.

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

Free and safe access to the Site for the Employer's staff at any time. Access to the Site facilities, i.e. toilets, washrooms, hot desk, meeting room, internet connection. All visits shall be coordinated with the Contractor's Representative at least 24 hours in advance.

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

Dismantled metal details, fence and other items, which belong to the Beneficiary (city authorities) shall not be removed from the Site. The Contractor shall store such items safely in the areas within the Site indicated by the Employer's Representative or authorities management. The Employer's Representative or authorities management may instruct the Contractor about other Materials from demolitions that shall not be removed on the Sites, and remove the building rubbish under legislative requirement or authorities request

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

The Contractor shall be responsible for the security and safety of the Contractor's Site Facilities and work areas within the Site.

9. Any other Site details:

As the Arkas gimnasium areas responsibility of the Capital structure department (відділ капітального будівництва м. Миколаєва) as owners and/or management, the Contractor shall coordinate all its activities with the Capital structure department management.

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 of or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

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

IN WITNESS of which then [insert name 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:

- (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:

SECTION V: REQUIREMENTS

SCHEDULE 3: REQUIREMENTS OF EMPLOYER

3.1 Scope of Works

1. Demolition:

Dismantling of all damaged elements of the building collection, and removal of debris off the site to appropriate landfill or utilization/recycling facility. Hazardous wastes shall be processed in accordance with the Agreement and local regulations. All associated costs shall be included.

Dismantled metal constructions, fences and any other damaged material as instructed by the Engineer shall be stored on-site in a safe manner at the agreed location and handed over to the authorities representative.

The stabilisation work should be carried out by installing supplementary structural propping to support the upper floor slabs and roofing.

2. New construction:

The scope of Works is represented in Schedule 4.1 - Bill of Quantities. All associated Works shall be included

3. Renovation:

The scope of Works is represented in Schedule 4.1 - Bill of Quantities. All associated Works shall be included.

4. Design:

The design documentation will be provided by the Employer. Drawings are listed in Schedule 3.3 - Drawings.

All dimensions stated in the drawing are the working dimensions. The details in the drawing shall be taken as secondary to those in the Specifications and BOQs.

The Contractor must provide a detailed Operation and Maintenance manual during the first month after the contract signing date.

The Contractor shall prepare shop drawings, Method Statement reports/drawings/schemes/diagrams as appropriate and if required.

5. Supply of Plant and Materials:

All materials, plants and equipment, whether intended for Temporary or Permanent Works shall be procured, delivered, temporarily protected and stored, and removed from the site (if applicable) by the Contractor.

All materials, plants and equipment for the Permanent Works are subject to Employer's Representative's approval.

The Contractor will supply all the necessary materials, equipment and the required skilled and unskilled manpower to undertake the works. The contractor shall supply any equipment, hand tools, traffic and safety equipment, etc. deemed necessary for the works. The contractor's price shall consider all costs related to materials, equipment, labor, testing, transport and any other related expenses thereof. Minimum expected criteria for materials and equipment are written in paragraph 3.2 Specifications, 3.3 Drawings, and in BOQs.

3.2 Specifications

3.2.A List of the technical specifications

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

- OΠOP BROP.pdf
- TERRW eng.pdf
- GP.pdf
- 1912.23-00-EWSS.pdf
- EN.pdf
- AS.pdf
- AC1.pdf
- AC.pdf
- Emergency works.pdf
- 17.04 pdf,
- Emergency wall monitoring.txt
(version in English /Ukrainian)

3.2.B Requirements for Contractor's⁴ 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 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.

- 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:**

Applicable

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

Applicable

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

Applicable

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

Provide to the Employer any as-built executive changes in the Design in the form of As-Built Design Documentation and Drawings).

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

As build documentation under Ukrainian legislation (provide in pdf format and in hard copies (2 copies)

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

Under Ukrainian legislation

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 UNOPS Quality Management System (QMS) is the framework of all policies, standards, processes and guidance that supports the achievement of UNOPS quality objectives. All UNOPS projects are managed in compliance with this framework.

Quality Management for physical infrastructure projects is all about ensuring that they are fit for purpose. To guarantee that each infrastructure asset and/or system is completed to the specified level of quality, and when placed in operation, provides a safe, sustainable, reliable, easily maintainable facility that fulfills the intended function and meets applicable statutory and regulatory requirements.

UNOPS will perform the central role in managing Quality issues during the construction phase of the project.

The Employer's Representative will nominate the specialists mentioned below and will notify the Contractor accordingly.

Non-conformance and Non-conformance Report (NCR)

Non-conformances are major deviations from the project specifications and the contract requirement and/or accepted standard of quality, which shall be formally documented for corrective action by UNOPS project staff and other third-party testing groups. Failure by the Contractor to correct a minor deficiency after having been put on notice will also result in a non-conformance if it is not corrected within the instructed time in the notification. Non-conformances shall be formally documented on the example Non-Conformance Report form. The Non-Conformance Report shall be distributed to the contractor by the Employer's Representative.

The Non-Conformance Report (NCR) is a formal notification to the Contractor that the Work does not meet the plans or the specifications for the project. Any item of the Works found to be deficient/out of conformance with the construction drawings and/or specifications - will be identified by the inspector on the non-conformance report as described in this section. Non-conformance reports will be included on the non-conformance register and tracked through verification that the non-conformance has been corrected. Preventive actions are to be taken to eliminate the cause of a potential non-conformity.

Material Submittals

The construction Contractor will prepare and submit a submittal schedule to the Employer's Representative. The schedule will be initially submitted within 10 days after the award of the contract and updated on a monthly basis. The Employer's Representative shall work with the Contractor to prioritize and sequence submittals so that the most critical submittals are received and processed first. The submittal schedule will become the baseline against which receipt of all required submittals will be compared.

Process, Review and Acceptance

Submittals will be managed as follows:

- The Contractor will number and certify the completeness of all submittals before submitting to the Employer's Representative;
- The Contractor shall complete submittal transmittal forms and submit 1 electronic copy to the the Employer's Representative;
- Upon receiving the submittal, the Employer's Representative will log the submittal and provide a review to ascertain whether the package is complete. If the submittal is incomplete the submittal will be returned to the Contractor.
- The original submittal transmittal and all copied attachments will be logged into the document tracking system.
- The Employer's Representative shall review the submittal for general conformance with contract design documents, will coordinate concurrent discipline reviews within the design team, and consolidate responses into a single coordinated action.
- The Employer's Representative will return a copy of the submittal to the Contractor with a stamp of the action required.

The following actions that may be taken for each submittal are:

- Approved – Submittal meets contract requirements. No additional copies will be required of the contractor.
- Approved as Noted – Submittal meets contract requirements with minor corrections noted. Re-submittal is not required. Contractor shall incorporate the required corrections into the work in the field. No additional copies will be required of the contractor.

- Not Approved – Submittal is inadequate and does not meet contract requirements. Revise the complete submission and resubmit for approval. No work will begin in the field until the revised submission has been approved.
- Other – Submitted for information only; no response action required.

The Employer's Representative is responsible for tracking the submittal package during the entire review process and advising all concerned of any schedule impacts to ensure that the review process timeframe is adhered to. The Employer's Representative will retain copies of all submittal documents and revisions and ensure that an accurate file is available for ready retrieval during the life of the project. The Employer's Representative will maintain all submittal files. These files will be filed by numeric sequence. Each submittal file will contain a complete submittal copy of the submittal before and after the review process.

Quality management records during the Taking Over and Handover phase

As the construction repair works near completion on the project various Taking Over requirements such as inspections, testing, defects management and submittals require processing and collation. The control documents in this section can be used to assist in ensuring the terms and conditions for Taking Over in accordance with the contract are verified as complete and have been executed to the required standard.

The Contractor in accordance with the Contract will notify the Employer's Representative that the works are ready for inspection as part of the works completion process. The Employer's Representative in coordination with the Design Consultant will conduct a final inspection of the completed Works recording any defects using the form of [punch list](#). The list of any defects will be issued to the Contractor for the completion of the remedial works required.

Nearing completion of the works the Contractor is required to submit various technical documentation including as-built drawings, operational manuals, guarantees/warranties as detailed within the Contract Conditions.

With the completion of the Works, the Employer (UNOPS) will handover the Works as infrastructure assets to the appropriate Ukrainian beneficiaries using this form - [Infrastructure Asset Handover document](#). The defect notification period will be managed by the Employer (UNOPS) as per the agreement with DG ECHO.

NATIONAL REQUIREMENTS ADHERENCE

Apart from the Employer's (UNOPS') documentation and procedures requirements, all project participants must follow the Ukrainian governmental relevant codes and standards, all other relevant laws, regulations and decrees, governing this field and acting during the project implementation time.

State Construction Norm (DBN) A.2.2-14:2016 "Composition and Content of Scientific and Design Documentation for the Restoration of Architectural and Urban Planning Monuments", DBN B.2.6-98:2009 "Concrete and reinforced concrete structures. Main provisions", DBN B.2.2-12:2009 "Planning and development of territories" DBN V.2.2-2009 "Public buildings and structures. Substantive provisions" DBN V.2.2-40:2018 "Inclusiveness of buildings and structures. Substantive provisions" DBN A.2.2-2014 "Composition and content of project documentation for construction" NAPB A.01.001-2014 "Rules of fire safety in Ukraine" DBN V.1.1-7:2016 "Fire safety of construction objects" DSTU NB V.2-203:2015 "Instructions for the execution of works in the manufacture and installation of construction structures" DSTU NB V.2.6-146:2010 "Constructions of buildings and structures. Guidelines for designing and arrangement of windows and doors" DBN A.3.1-5:2016 "Organization of construction production" DBN A.3.2-2-2009 "Labor protection and industrial safety in construction" DSTU B V.2.6-193:2013 "Protection of metal structures against corrosion" DBN V.2.3-5:2018 "Streets and roads of populated areas"

According to the DBN (State Construction Norms) A.3.1-5-2016 Organization of building production, Attachment B the Contractor must prepare, fill in and keep the record of **Acts of hidden works**. Every act of hidden works shall be separately accompanied with relevant photofixation certifying works conducted. Photos shall be available upon request from the Employer's Personnel. The Senior Engineer/Project Engineers/Quality Assurance Engineer (nominated by the Employer's Representative as Employer's Representative's Assistants) will be checking the presence of these documentations on site and accuracy of filling during every site visit. The Form of Act of Hidden Works is given in the attachment. The nomenclature of hidden Works to be acted is provided in the Schedule 3.2.A [Specifications] and the Schedule 3.3 [Drawings].

The Contractor must collect, keep on site and provide for checking the full set of documents proving the quality of materials, structures, equipment, goods and products. These documents are **passports, certificates of conformance, certificates of approval, ISO certificates, laboratory testing results** and other relevant documentation stated in Schedule 3.2.H below. The Senior Engineer/Project Engineers/Quality Assurance Engineer (the Employer's Representative's Assistants) will be checking the presence of these documents on site and their relevance during every site visit.

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 Contractor (and all hired by the Contractor respective subcontractors) shall comply with UNOPS health and safety requirements stated in Schedule 6.1 "UNOPS Minimum Health and Safety Requirements for Contractors"

UNOPS recognizes its responsibility to protect the environment and to promote positive societal outcomes in the communities in which we work.

The Contractor is responsible for:

- organization of the construction site and workplaces;
 - Conduct the relevant health and safety, environmental trainings and briefings to the Contractor's Personnel on the relevant types of work, fire safety and labour protection for all personnel. Once before works. (ref HSE07) ;
 - Visitor induction. All visitors on the construction site. Once before first visit. Register HSE 08.
 - Fire safety induction for all personnel. Once for all personnel before works. And repeat each month;
- filling in and maintaining of the Health and Safety Briefing log book at all time on each site in accordance with Ukrainian legislation;
- ensuring that hazardous debris (such as asbestos, soft roofing materials, plastics) and non-hazardous waste (metal, glass, paper, cement, bricks etc) stored and utilized properly at respective landfills and that waste management is applied in accordance with Ukrainian legislation;'
- ensuring that UNOPS Asbestos Management Plan is in force and implemented (Schedule 6.2);
- development and implementation of the Waste/ Hazardous Waste Management Plan;
- ensuring proper reporting of relevant health and safety, environmental accidents, incidents and near-misses to Employer (ref form HSE09);
- ensuring Contractor's personnel and subcontractors respect principles of environmental responsibility and sustainability, including prevention or mitigation of adverse impacts on the environment;
- informing the Employer's Representative on all external visits by local communities, journalists, and local representatives in advance (as such visits shall be coordinated properly, and visitors shall undergo registration following the Employer's regulations for external communication, ref form HS08).

Waste management:

Where possible, the waste should be segregated: organic from non-organic, hazardous from non- hazardous. Opportunities for introduction of the waste recycling and reuse schemes should be investigated and implemented if appropriate.

Waste SHALL be stored in a separate area, at least 30m away from the water sources and accommodation rooms. The storage should be on a wooden, metal, or concrete stand.

The containers must be emptied at regular intervals (to be determined based on temperatures and volumes generated) to avoid unpleasant odours associated with decaying organic materials.

Waste disposal should be undertaken according to the instructions outlined in the Guideline GEM02–Solid Waste Management (guidelines will be shared upon request).

Wastewater facilities shall be provided in accordance with the guidelines specified in the Guideline GEM04–Wastewater management (guidelines will be shared upon request).

Prevention of Sexual Exploitation and Abuse, and Harassment:

For the duration of the contract period, Contractor shall document and report on the following aspects:

- % of workers who have received training;
- Dedicated confidential grievance redress mechanism in place for the victims (green line, dedicated email address and WhatsApp number, SMS contact...);
- Total number of grievances related to Sexual Exploitation, Abuse and Harassment coming through the supplier grievance mechanisms in the year;
- A potential list of service providers to assist the victims has been identified;
- Code of Conduct for workers includes contract language that clearly states disciplinary actions regarding Sexual Exploitation, Abuse and Harassment.

Gender Mainstreaming:

The project has considered gender mainstreaming in its activities in accordance with the Gender Action Plan, which includes expectations and requirements towards both UNOPS personnel and those of the Contractor. Specifically when it comes to obligations for the Contractor, the following aspects are expected:

- The project will collect sex and age disaggregated data (SAD) on project beneficiaries. When such elements fall under the working scope of the contractors, SAD is expected to be made available by the Contractor;
- Personnel of the Contractor are expected to be made aware, and/or gain increased awareness on gender and diversity related issues, including the use of the national gender-based violence (GBV) hotline supported by the United Nations Population Fund (UNFPA); and
- Gender sensitivity is considered in the construction process.

During implementation of HSSE measures the following Ukrainian construction norms and laws should be taken into account:

- LAW OF UKRAINE On environmental impact Assessment;
- LAW OF UKRAINE About waste management;
- DBN A.2.2-1:2021 Composition and content of materials of influence assessment on the environment.
- DBN B.1.2-8:2021 Basic requirements for buildings and structures. Hygiene, health and protection of the environment.
- DBN A.3.2-2-2009 System of standards of labor protection. Labour protection and industrial safety in construction.

In order to ensure presence of emergency and evacuation procedures the Employer's representative may allocate an information board/poster for each site that will include:

- emergency information details and site location, neighbors, emergency contact details, location of the spill kits, and emergency and evacuation plan.;
- QR code of the location for the Contractor's convenience in filling out the forms and their processing within the UNOPS Collect tool;
- daily updates and information.

Other key topics:

Following additional considerations should be applied during the project in addition to the facts mentioned in the condition of the contract:

- Human rights due diligence;
- Preventing discrimination towards vulnerable groups;
- Supporting and respecting fundamental rights at work;
- Promoting improvement of conditions of work and social protection;
- Promoting social responsibility in the value chain;
- Conflict sensitivity;
- Community involvement and development.

Site inspections:

UNOPS plans to implement weekly site HSSE inspections on this project. Inspection will be carried out by the Employer's Personnel and the Contractor's Personnel.

When carrying out the site weekly inspection, all aspects contained in the Health, Safety, Social and Environmental inspection site report (form HSE05) should be reviewed. All the forms mentioned in this section are elaborated in more detail in Schedule 6.1 [UNOPS Minimum Health and Safety Requirements for Contractors].

3.2.E Sustainability requirements

(Description of sustainability requirements if any)

This project will focus on the long term solutions, the sustainability of such infrastructure solutions will be well evaluated to ensure its safety, while laying down foundations for sustainable development solutions at a later stage, either through other project interventions or changed project scope, once discussed and agreed upon.

During the implementation phase the Contractor has to arrange access for the emergency service (ambulance, emergency service, fire protection service, individual transport and local community members.

3.2.E.1 Training requirements for the Contractor

(Description of the training courses that are mandatory for the Contractor's Key Personnel)

Health and Safety at UNOPS - Achieving GoalZero

Prevention of Sexual exploitation and abuse and Harassment (PSEAH)

Asbestos Awareness

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

- NOT USED

(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	Not applicable	
Equipment	1	Not applicable	
Materials	1	Not applicable	

3.2.G Training requirements

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

Plant Operation and Maintenance

NOT USED

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)

As-built documentation

- As-built drawings, schemes, diagrams, survey reports and likewise.
- Acts of hidden works, acts of acceptance for the parts of the Works (e.g. soil subbase, framework, etc.) and the likewise acts.
- Inspection reports.
- Logs of work.
- Technical passports, certificates for Materials and Plants.
- Protocols of tests.

- Technical passports for the MEP systems.
- Operation and maintenance manuals for the Materials and Plants.
- Any other documents relevant to the Works, if applicable.
- All As-build documentation shall be provided as hard copy documents (originals) and electronic copies in .pdf + .xls format.

3.3 Drawings

(List of Drawings and the link to the Drawings)

- ОПОП BROP.pdf
- TERRW eng.pdf
- GP.pdf
- 1912.23-00-EWSS.pdf
- EN.pdf
- AS.pdf
- AC1.pdf
- AC.pdf
- 17.04. pdf
- Emergency wall monitoring
- Emergency works.pdf
(version in English /Ukrainian)

3.4 Valuation and Payment

Sub-Clause No.	Description	Details
9.3	Provisional Sums items	Not Applicable
10.1	Method of valuation	<input type="checkbox"/> Lump sum only <input checked="" type="checkbox"/> Measure & pay only <input type="checkbox"/> Combination of measure & pay and lump sum
10.1	Installments or Schedule of Payments (in the case of lump sum payments)	Monthly Interim Payment Certificates (IPCs) based on the performed scope, subject to Employer's Representative confirmation
10.3	Timing for submission of Statements	Day 7 of the month following the reported payment period
10.3	Requirements for the submission of Statements	<p>Statements shall be of the same work breakdown structure as BoQs. Statements shall indicate quantities of the Works a) executed up to the end of reported payment period, b) executed up to the end of previous payment period, and b) executed during the reported payment period.</p> <p>The payment amount will be determined on the basis of the actual quantities of work and materials utilized in the</p>

		complete and satisfactory performance of the Works as certified by the Employer's Representative and Quality assurance Engineer/Engineers at the appropriate rate or price specified in the Bill of Quantities and in accordance with Schedule 4.2 [Programme]
10.3	Payment for Plant and/or Materials delivered to Site	0% of substantiated value of Plant and/or Materials
10.3	Plant and Materials listed for payment when delivered to Site	Not Applicable
10.3	Plant and Materials listed for payment when shipped to the Country	Not Applicable

3.5 Programme Requirements

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

Programme shall be developed for each project included in the scope of the Works separately. Outline Programme for all sites shall be provided in accordance with the UNOPS template provided in **4.2**

Programme - Works Programme Schedule Template.

Programmes to show:

- a) Each Work start and finish dates;
- b) Mobilization and demobilization periods;
- c) Periods for tests and commissioning procedures;
- d) A programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;
- e) A general description and sequence of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works and to fulfill the attached form in **4.2 Programme - Works Programme Schedule Template**. Bidders shall use the proposed template aligned with the Design, which describes every stage of works in connection with the proposed resources (key personnel, equipment, machinery, documents preparations, permits, etc.).
- f) The order in which the Contractor proposes to carry out the Works;
- g) The time limits within which submission of any Contractor's documents are required under the Contract.
- h) The critical path for the Works and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity.
- i) Safety measures for the emergency dismantlement of the emergency wall parts, attached (Emergency Work (please see Emergency Works.pdf, 17.04 pdf, Emergency wall monitoring.txt) and Plan of Restorations Works (please see "ОПОР_BPOR_tender.pdf)).
- j) Bidders are highly encouraged to develop a separate document dedicated to HSE plan/measures contextualized to the scope of works, Design and risks associated with performance at every stage (in connection with attached Annex, see point e) above).

The Contract Programme must be prepared in sufficient detail to ensure adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for the progress of works. The Contract Programme must be resource loaded and include material, plant and labour.

The Programme shall be prepared in the format shared by the Employer.

During the implementation phase, the contractor has to arrange a temporary fence for the building zone and provide all safety measures using the way of stage works).

During the implementation phase the contractor has to arrange the temporary system of the video surveillance for external observation of the worksite from all sides. The surveillance system shall include minimum 4 video cameras and memory card with opportunity to save the data during two weeks). Contractor has to arrange online and offline access to the video for the UNOPS team at any moment.

Along with the format defined by the software used, Programme/work plan submission shall always include .pdf outputs.

TENDER NOTE:

Programme shall be provided at the tender stage. This Programme shall indicate key dates for each key category of the Works (e.g. Mobilization, concrete works etc)

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	Not applicable	

3.7 Reporting Requirements

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

The Contractor shall prepare and submit to the Employer's Representative the following reports:

- Monthly Progress report - within 7 days of each month.
- Detailed two weeks look-ahead work plans - every 2 weeks.
- Monthly BoQ with the completed sub-deliverables (Bidders are to note that the Monthly BoQ needs to align with their submitted Schedule 4.2 [Programme] of their original offer or as agreed with the Employer's Representative and UNOPS personnel)

3.8 Employer's Delegations

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

3				
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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	Management Capacity			
1.1	Project Manager (1) To be responsible for the successful management of assigned project, its technical quality, schedule, project staff coordination, client communications, negotiating scopes, and fees, billing, and client follow-up maintenance	<ul style="list-style-type: none"> - Master's degree in construction management or similar. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. 	<ul style="list-style-type: none"> - Minimum five years of experience in managing or supervising a range of medium, large and diverse construction projects in the local environment, requiring the coordination of multiple sites, sub-contractors and multiple trades simultaneously is required. - Extensive experience implementing works under quality and safety plans is essential. - Demonstrated performance in the role over the preceding 12 months. 	5 years
1.2	Foreman / Construction Manager:(1) To be responsible for all aspects of site establishing, site- and works management, implementation of Quality Management- and HSSE procedures evaluating workmanship and quality, ensuring the project objectives are met. Shall be responsible for all aspects of the permanent and temporary Works, including planning, scope quality and cost.	<ul style="list-style-type: none"> - Master's degree in civil engineering. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. 	<ul style="list-style-type: none"> - Minimum five years of relevant professional engineering experience at the site. - Experience in management of construction and reconstruction works with architecture monuments and heritage, multiple trades and sub-contractors on multiple sites simultaneously is required. - Extensive experience implementing works under complex quality and safety plans is essential. - Demonstrated performance in the role over the preceding 12 months. 	5 years
1.3	Senior Engineer / Project Engineer(1) To be responsible for evaluating workmanship and quality, ensuring the project schedule is being met, reviewing any plan discrepancies in the field, coordinating activities	<ul style="list-style-type: none"> - Master's degree in civil engineering. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience 	<ul style="list-style-type: none"> - Minimum five years of relevant professional engineering experience at the site. - Experience in management of construction and 	5 years

	between subcontractors and resolving any disputes which may arise on the job site.	may be accepted in lieu of the education requirements outlined above.	reconstruction works with architecture monuments and heritage, with multiple trades and sub-contractors on multiple sites simultaneously is required. - Extensive experience (at least 5 years) implementing works under complex quality and safety plans is essential. - Demonstrated performance in the role over the preceding 12 months.	
1.4	Quantity Surveyor: (1) Will be responsible for all quantity surveying and cost management exercises including but not limited to: monthly- and any other progress statements, valuation of variations and claims, justification of the new rates (if any) etc.	- Master's degree in civil engineering or related discipline. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above.	- Minimum two years of relevant professional engineering experience in the construction companies/projects.. - Experience in QS work related to the construction and reconstruction works. - Demonstrated performance in the role over the preceding 12 months. - Preferred is the experience in QS work in an international professional environment, familiarity with FIDIC contracts and international principles of cost management.	2 years
1.5	Quality Manager: (1) To be fully responsible for the development, maintaining and implementation of the QA/QC systems for all project related activities. site. The officer shall organise and control all required material approvals, quality checks, tests and preparation and collating of the relevant documentation. Shall serve as primary point of contact for all Quality Management matters. Must ensure that all QM actions are carried out and properly documented by all Contractor's personnel, and Employer's relevant personnel is engaged as required by the applicable rules. Shall be responsible for preparation, collating and handing over of all QM documentation.	- Master's degree in civil engineering or related discipline. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above.	- Minimum four years of relevant professional engineering experience in the construction companies/projects.. - Experience in QA/QC activities related to the construction and reconstruction works. - Demonstrated performance in the role over the preceding 12 months. - Preferred is the experience in QA/QC activities in an international professional environment, familiarity with international principles of quality management.	4 years
2.	Technical Construction Capacity			
2.1	Site (Civil) Engineers (2) To perform field engineer duties	- Master's degree in civil engineering.	- Minimum four years of relevant professional	4 years

	<p>including all setting out and applies the design as well as liaising with and working alongside the engineers, construction supervisor, surveyors and subcontractors. He/She shares responsibility for site security, health and safety, and the organization and supervision of material and human resources in the field. ensure that material and placement comply with the technical specifications, will analyze failure, and implement corrective and preventive action to ensure contracted quality is provided, creates and maintains quality documentation, such as quality manuals, quality procedures, etc., is responsible for planning, and carrying all required tests for using quality material and their placement, continuously improving QA receiving inspection process and procedures, and prepares QA/QC reports.</p>	<p>- A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above.</p>	<p>engineering experience at the site.</p> <ul style="list-style-type: none"> - Experience in works related to the management and supervision of construction and reconstruction works. - Demonstrated performance in the role over the preceding 12 months. 	
2.2	<p>Electrical Engineer (1) To be fully responsible for the technical side of the electrical works in the project to ensure that all relevant electrical activities comply with the required technical specifications and drawings. He should work closely with the other project team and coordinate with other project activities. He should have solid knowledge of principles and practices related to the technical area. In addition to prepare the required shop-drawings, material submittals, and on-site inspections.</p>	<ul style="list-style-type: none"> - Master's degree in electrical engineering. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. 	<ul style="list-style-type: none"> - Minimum two years of relevant professional engineering experience at the site. - Experience in works related to the electrical component of construction and reconstruction works. - Demonstrated performance in the role over the preceding 12 months. 	2 years
2.3	<p>Mechanical Engineer: HVAC (1) Should be responsible for preparing all required shop-drawings, preparation of material submittals, on-site inspection, coordination with UNOPS engineers regarding all related mechanical aspects. He</p>	<ul style="list-style-type: none"> - Master's degree in mechanical engineering. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience 	<ul style="list-style-type: none"> - Minimum two years of relevant professional engineering experience at site. - Experience in works related to mechanical component of construction and reconstruction works. 	2 years

	should also be responsible for all mechanical related workmanship on site, coordination with architectural and electrical works.	may be accepted in lieu of the education requirements outlined above.	-Demonstrated performance in the role over the preceding 12 months.	
2.4	Project Health, Safety and Environmental (HSE) Engineer (1) Is required to: implement, maintain, and oversee health, safety and environmental regulations, procedures, and practices; develop and update health and safety plans and procedures; lead risk assessment process; deliver HSE trainings; conduct site inspections and monitor site compliance with health, safety and environmental requirements; draft inspection reports to document inspection findings; ensure all individuals, contractors, and subcontractors have appropriate training; maintain daily and weekly and monthly HSE reports. Project HSE Engineer shall be experienced in investigation of incidents, safe working practices, particularly in safe access and fall protection, electrical safety, manual handling, storage, use and disposal of hazardous substances, scaffolding safety, fire protection and prevention, excavation works, hand and power tools, lifting operations, etc. Must have an intermediate level of English.	Education: - Master's degree in construction or similar. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. Certification: Occupational Health and Safety certificate	- Minimum four years of relevant professional experience at site. - Experience in works related to safety and health management of complex construction and reconstruction works with multiple contractors in multiple sites simultaneously is required. - Extensive experience implementing works under complex health and safety plans is essential.	4 years
2.5	Site Health, Safety and Environmental (HSE) Officer (1) Is required to: implement, maintain, and oversee health, safety and environmental regulations, procedures, and practices; deliver HSE trainings; conduct site inspections and monitor site compliance with health, safety and environmental requirements; draft inspection reports to document inspection findings; ensure all individuals, contractors, and subcontractors have appropriate training; maintain daily and weekly and monthly HSE reports. Site HSE Engineer shall be experienced in safe working practices, particularly in safe access and fall protection, electrical safety, manual handling, storage, use and disposal of hazardous substances, scaffolding	Education: - Master's degree in construction or similar. - A combination of a Bachelor's degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. Certification: Occupational Health and Safety certificate	- Minimum two years of relevant professional experience at site. - Experience in works related to safety and health management of complex construction and reconstruction works with multiple contractors in multiple sites simultaneously is required.	2 years

	safety, fire protection and prevention, excavation works, hand and power tools, lifting operations, etc. Must be present on site on a daily basis.			
3	Essential personnel:			
3.1	Concrete workers (at least 4)	- Professional training in a relevant professional trade.	Fit out works i.e. with concrete, concrete foundations, coating from concrete and asphalt, installation.	5 years
3.2	Masons (at least 2)	- Professional training in a relevant professional trade.	Fit out works i.e. with concrete, concrete foundations, coating from concrete and asphalt, installation.	5 years
3.3	Welders (at least 4)	- Professional training in a relevant professional trade.	Fit out works i.e. with concrete, concrete foundations, welding, installation.	5 years
3.4	Roofers (at least 4)	- Professional training in a relevant professional trade.	Fit out works i.e. with various roof structures, rafter systems, dismantlement and installation.	2 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	No.
1	Vehicles (material transport/removal)			
2	Asphalt pavers (small size)			
3	Crane 25 t or more			
4	Excavators (small and medium size)			
5	Soil compactor			
6	Vibro presses for concrete compaction			
7	Scaffolding (erected) h12m, L-130m			
8	Mobile scaffolding unit 1.0*2.0*14m - 2 items, aerial platform for emergency work - 1 item			
9	Truck concrete pump			

10	Formwork for concrete work (150m2)			
11	A set of auxiliary equipment for the underground works in shelter for shortcrete walls and (temporary fences, mobile toilets, mobile unit for workers, containers for temporary storage of garbage and construction materials, etc.).			

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	For loss and damage to the Works, Materials, Plant, Contractor's Documents and the Contractor's Equipment for not less than the full reinstatement cost, including the costs of demolition, removal of debris and professional fees and profit	3 months starting of the Commencement Date, but in any case no earlier than the date of Taking-Over Certificate	The Contract Price at the day of signature
Public liability insurance	Insurance to cover liability to third parties and to the parties involved in the Restoring Communities project	3 months starting of the Commencement Date, but in any case no earlier than the date of Taking-Over Certificate	The Contract Price at the day of signature
Workers' compensation insurance	Accident insurance for all Contractor's employees involved in the Works under this Contract	Full period of the employee involvement in the Works under this Contract, inclusive of DNP activities	UAH 75,000 per insured person
Insurances required by Laws and by local practice	Social Security Insurance for all Contractor's employees involved in the Works under this Contract	Full period of the employee involvement in the Works under this Contract, inclusive of DNP	As per legislation of Ukraine
Any other insurances	Not required		
Professional indemnity insurance (if applicable)	Not required		

SCHEDULE 6: Health and Safety Documents

6.1 UNOPS Minimum Health and Safety Requirements for Contractors

Presented as a separate document.

6.2 24129-001 Asbestos Management Plan and RA

Presented as a separate document.