# SECTION II: EVALUATION METHOD AND CRITERIA

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

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

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

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

| 1. **FORMAL AND ELIGIBILITY CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the preliminary screening** | **Documents to establish compliance with the criteria** |
| 1. The bidder is eligible as defined in **Section I: Instructions to Bidders**, Article 4 [*Bidder Eligibility*]. | * Schedule 0.1 [*Quotation Submission Declaration*] * Schedule 0.2 [*Bidder's Information*] * Schedule 0.3 [*Joint Venture Partner Information*], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| 1. The quotation is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] |
| 1. 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 a copy of the state registration certificate or equivalent document. | * A copy of the state registration certificate or equivalent document. |
| 1. Bidder has a valid permit or license for the proposed works or equivalent document | * A copy of permit or license for the proposed works oran equivalent document |
| 1. The bidder accepts conditions of the Contract as specified in Section III: Conditions of Contract. | * Schedule 0.1 [*Quotation Submission Declaration*] |

| **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 700 000 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). | * Copy of audited financial statements for the last three (3) years |
|
| 1. Bidder is in continuous business of provision of construction/reconstruction works during at least the last five (5) years**.** | * Certification of incorporation of the bidder |
| 1. The bidder has experience successfully delivering at least similar three (3) construction works contracts during the last five (5) years prior to bid opening | * Schedule 0.4 [Capacity and Experience] * Schedule 0.7 [Performance Statement] * Copies of previous contracts and copies of Works Completion Certificates (Acceptance Acts) |

| **3. TECHNICAL CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** |
| To be substantially compliant, bidders must meet all the minimum requirements/criteria and score ‘pass’ against each of the criteria. | In **Section VI: Returnable Schedules**:   * All schedules under Schedule 4 [*Contract Schedules from the Bidder*]   (particular attention is drawn to the importance of Schedule 4.2 [Programme] using the model 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 | **NOT USED** |
| **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 | * Copy of audited financial statements for the last three (3) years * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Subcontractors*] |
| **1.2** | The bidder has the capacity to undertake the scope of  Works in addition to its current workload. | * Schedule 0.4 [*Capacity and Experience*] |

| **Part 2: Proposed methodology, approach and implementation plan** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **2.1** | The quotation (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in **Section V: Requirements**, which indicates the bidder's understanding of these requirements. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** |
| **2.2** | The Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in **Section V: Requirements**. The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.2 [Programme] |
| **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. | * Schedule 4.9 [*Insurance Details and Insurances*] * Confirmation letter (or draft policy) from stating that the required insurance policies will be provided to the bidder, if selected. |
| **2.4** | The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Works will be consistently met. | * Schedule 4.3 [*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). |
| **2.5** | The bidder’s proposed subcontractors and suppliers, if identified, are proposed to undertake appropriate quantities of Works and have demonstrated the capacity to undertake the work and are located in appropriate locations. | * Schedule 4.6 [*Subcontractors*] |
| **2.6** | The bidder 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. | * 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. | * Schedule 4.2 [Programme] * Schedule 4.3 [*Method Statement*] |

| **Part 3: Key personnel proposed** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **3.1** | The composition and structure of the team proposed is appropriate and the proposed roles of the management and the team of Key Personnel is suitable for the provision of the necessary Works. | * Schedule 4.4 [*Key Personnel*] * Schedule 4.5 [*Organizational Structure*] |
| **3.2** | The qualifications and experience of the Key Personnel proposed meet the established requirements.   * Project Manager * Senior Engineer / Project Engineer * Project Health, Safety and Environmental (HSE) Engineer | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] * Copies of diploma and/or certification |

| **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** | **NOT USED** | |

| **Part 5: Oral presentations** | |
| --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** |
| **5.1** | * **NOT USED** |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

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

## GENERAL CONDITIONS OF CONTRACT

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

## PARTICULAR CONDITIONS OF CONTRACT

### Part 1: Amended Clauses

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

| **No.** | **Clause/Sub-Clause No. and Title** | **Amended General Condition** |
| --- | --- | --- |
| **1** | Not applicable |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

### Part 2: Additional Clauses

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

| **No.** | **Clause/Sub-Clause No. and Title** | **Additional General Condition** |
| --- | --- | --- |
| **1** | Not applicable |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **1.1** | Description of parts of the Works that shall be designated a Section for the purposes of the Contract | 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 | via E-Sourcing |
| **3.1** | Employer’s Representative | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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 | ☒ Bank or financial institutions approved by the Employer |
| **6.1** | Commencement Date | The day following the Contract Effective Date |
| **6.2** | Time for Completion | **For whole of the Works:** 4 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) | 6 months |
| **8.4** | Latent Defect Period | Not applicable |
| **10.2** | Advance payment amount | ☒ 10 **%** of the Contract Price |
| **10.2** | Permitted guarantors for advance payment | ☒ Bank or financial institutions approved by the Employer |
| **10.2** | Period of repayment of advance payment | ☒ 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 | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ☐ \_\_\_ % 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:** US Dollars |
| **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)*

| Following discussions between the European Commission (EU) and the Office of the First Lady of Ukraine, the EU committed funds (through DG ECHO) to support the urgent repair and rehabilitation of schools which have suffered conflict-related damage as a result of the Russian Federation’s invasion of Ukraine in February 2022.  The intervention’s overall objective is to enable more than 15,000 girls and boys throughout Ukraine to have enhanced access to and attend primary and secondary schools. This is expected to be achieved through the rehabilitation of at least 80 schools, including the establishment/restoration of more than 40 basements to be used as simplest shelters during the education process through light and medium repairs in Kyiv, Sumy, Kharkiv, and Chernihiv oblasts.  As a rapid humanitarian intervention, this intervention focuses on addressing the most urgent needs and challenges facing schools in these oblasts. UNOPS and its contractor(s) will implement light and medium repairs, prioritizing schools hosting the highest numbers of students, thus ensuring quick impact and value for money. UNOPS and partners have already visited and engaged with regional and local authorities, and have carried out damage assessments at the majority of school sites; relevant design documentation for repair is available as part of Schedule 3 - Requirements of the Employer.  The outcome of this project is “effective and safe primary and secondary educational facilities provided for girls and boys across Ukraine through repair and rehabilitation of specified schools.” All schools repaired and rehabilitated will be brought back to minimum educational norms, as defined by the Government of Ukraine's standards.  The present Works Agreement includes repairing predominantly light and medium damages at ten (10) schools - at Kyiv and Chernihiv regions. |
| --- |

### 2.2 Site Plan

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

|  |
| --- |

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

| The Site comprises multiple parts. Each school building to be repaired under this Contract and its land plot represent the part of the Site. The Contractor will be given access to parts of the Site individually for each part, 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 school management.  The contractor should perform the repair works 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 each school's management and the selected regional/district departments of education to develop a timeline for construction works, thus enabling the schools (if technically possible and in line with security and safety considerations) to align the construction works with their operations whenever possible. |
| --- |

1. **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 public roads 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. |
| --- |

1. **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 Kyiv, Kharkiv, Chernyhiv and Sumy 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. |
| --- |

1. **Description of approved location for the Contractor’s[[1]](#footnote-0) 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 (each school), the Contractor shall coordinate the locations for the Contractor’s Site Facilities with the Employer’s Representative. |
| --- |

1. **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. |
| --- |

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

| Dismantled windows, doors, and other items, which belong to the Beneficiary (school) 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 school management. The Employer’s Representative or school management may instruct the Contractor about other Materials from demolitions that shall not be removed on the Site. |
| --- |

1. **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. |
| --- |

1. **Any other Site details:**

| As the schools’ buildings and plots will remain in the possession of the school owners and/or management, the Contractor shall coordinate all its activities with the school management. Color of finishing materials (wallpaper, paint etc) - to be coordinated with the school’s management and Employer representative. |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY**

[On the letterhead of the institution issuing the security]

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

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

**To:** UNOPS

[insert address of the Employer]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDRESS FOR NOTICES** [insert address]

### 5.2 Form for Performance Security

**PERFORMANCE SECURITY**

[On the letterhead of the institution issuing the security]

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

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

**To:** UNOPS

[insert address of the Employer]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDRESS FOR NOTICES** [insert address]

### 5.3 Form of Discharge

**FORM OF DISCHARGE**

[on the Contractor’s letterhead]

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

**To:** UNOPS

[insert address of the Employer]

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

[insert Contract title]

[insert Contract Number]

[insert Project Title]

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

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

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

This Discharge shall become effective after the Contractor has received:

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

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

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

Yours sincerely,

**Contractor’s Representative**

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

# SECTION V: REQUIREMENTS

## SCHEDULE 3: REQUIREMENTS OF EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

| Dismantling of all damaged elements of the buildings, collecting and removing debris off the site to appropriate landfill or utilization/recycling facility. Hazardous wastes shall be processed under the Agreement and local regulations. All associated costs shall be included.  Dismantled windows, window frames, door leaves and frames, any other damaged material as instructed by the Employer representative shall be stored on site in a safe manner at agreed location and handed over to the school representative. |
| --- |

1. **New construction:**

| Not relevant. |
| --- |

1. **Renovation:**

| Repairs of light damages. Typically, blown-out windows and doors (pressure/blast wave) are replaced, and finishes are repaired from shrapnel damage, fire, smoke, and possible water/weather damage. Replacement and repairs to roof structures and roofing are also performed. Utilities are generally not adversely affected. Small-scale repairs to damaged electrical cables, ductwork, plumbing, and mechanical systems shall be made. Patching and painting of minor cosmetic damages are also performed.  The scope of Works is represented in Schedule 4.1 - Bill of Quantities. All associated works, requirements to materials, etc described in the Working draft and represented in Schedule 3. |
| --- |

1. **Design:**

| The design documentation will be provided by the Employer. Drawings are listed in the 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 upon request shall prepare shop drawings, Method Statement report / drawings / schemes / diagrams / as appropriate and if required. |
| --- |

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

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

| Working documentation, including requirements for materials used outlined in the next files for each school (only the Ukrainian version is available):  ***S051:*** “S051\_ЗОШ\_АР Количівський\_ліцей\_29.04.24.pdf”.  ***S056:*** “S056 АР Дзвиночок 01.05.2024.pdf”, “S056\_ЕТР.pdf”.  ***S057:*** “S057\_143-ЕП-2023-Ф-АР\_06.05.24 .pdf”.  ***S064:*** ”S064 АР Русанів 01.05.24.pdf”.  ***S065:*** “S065\_Козаровицька\_гімназія\_06.05.24.pdf”.  ***S068:*** “S068 Нові Петрівці 29.04.24.pdf”.  ***S069:*** “S069\_Катюжанка\_29.04.24.pdf”, “S069\_ЕТР.pdf”.  ***S072:*** “S072\_Макаров АР\_ 10.04.24.pdf”.  ***S094:*** “S094 Дмитрівка 07.05.24.pdf”.  ***S095:*** “S095 АР\_22.04.2024.pdf”, “S095 ВК 08.05.pdf”, “S095 \_ЕТР.pdf”.  Documents itself are provided in Schedule 3. |
| --- |

#### 

#### 3.2.B Requirements for Contractor’s[[2]](#footnote-1) design

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

| The Contractor should execute works in line with the proposed working documentation. If any deviation arises at the site - additional amendments/clarifications to the working documentation could be provided by the Employer in collaboration with the Contractor. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

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

| Not applicable. |
| --- |

1. **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. |
| --- |

1. **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 shall ensure that work performed is aligned with working documentation in terms of materials used, and sequence of technological processes. All the finishing, roofing, electrical etc works listed in respective projects shall be conducted in-line with relevant valid construction norms (listed in the working documentation).  The quality of work will be verified on a regular basis by the assigned technical supervision team from the Employer side.  **Site inspections:**  UNOPS plans to implement weekly HSSE, QC inspections on this project. Inspection will be carried out by the Employer’s Personnel and the Contractor’s Personnel.  Before purchasing materials, the Contractor shall request the Employer’s approval by filling out the Approval for works/material form. The Contractor shall maintain a log of all materials delivered to the site and ensure their correspondence to the approved ones. If any deviation is found during the work’s implementation, the Contractor shall eliminate relevant discrepancies accordingly.  To ensure proper technology of works conducted the Method Statement in accordance with Ukrainian legislation (“проект виконання робіт/технологічна карта”) can be requested by the Employer’s Representative, if necessary. Documents should be elaborated to the level required for the safe implementation of works with the required quality. |
| --- |

#### 

#### 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 Contactor 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 side 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)*

| Although this project will focus on light and medium repairs, 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. |
| --- |

#### 

#### 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** | Not applicable. |  |
| **Equipment** | **1** | Not applicable. |  |
| **Materials** | **1** | Not applicable. |  |

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

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

| Not applicable. |
| --- |

#### 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. * Inspections 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 format.  Acts of hidden works shall be filled timely by the Contractor and available for verification by the Employer technical supervision team. |
| --- |

### 3.3 Drawings

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

| Set of drawings relevant for each site:  ***S051:*** “S051\_ЗОШ\_АР Количівський\_ліцей\_29.04.24.pdf”.  ***S056:*** “S056 АР Дзвиночок 01.05.2024.pdf”, “S056\_ЕТР.pdf”.  ***S057:*** “S057\_143-ЕП-2023-Ф-АР\_06.05.24 .pdf”.  ***S064:*** ”S064 АР Русанів 01.05.24.pdf”.  ***S065:*** “S065\_Козаровицька\_гімназія\_06.05.24.pdf”.  ***S068:*** “S068 Нові Петрівці 29.04.24.pdf”.  ***S069:*** “S069\_Катюжанка\_29.04.24.pdf”, “S069\_ЕТР.pdf”.  ***S072:*** “S072\_Макаров АР\_ 10.04.24.pdf”.  ***S094:*** “S094 Дмитрівка 07.05.24.pdf”.  ***S095:*** “S095 АР\_22.04.2024.pdf”, “S095 ВК 08.05.pdf”, “S095 \_ЕТР.pdf”. |
| --- |

### 3.4 Valuation and Payment

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

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **9.3** | Provisional Sums items | Not Applicable |
| **10.1** | Method of valuation | ☒ Measure & pay only |
| **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 | 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. The template of the Statement will be shared by the Employer Representative in due course.  The payment amount will be determined based on the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Employer’s Representative and Quality assurance Engineer(s) at the appropriate rate or price specified in the Bill of Quantities. |
| **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)*

| ***TENDER NOTE:*** The minimum requirement for evaluating the Programme during the tender is the presence of one common outline Programme for all 10 schools that fits the 4-month period for works implementation. The programme shall be prepared in the format of a Gantt Chart in a readable format.  Outline Programme for all schools shall be provided and shall fit the timeline of **4 month**.  Once awarded, the Contractor shall compile a more detailed Programme for each school separately (such detailed Programmes shall fit the general timeline dedicated for the project as stated in Schedule 1, Time for Completion - 4 month).  The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works.  The Contract Programmes to show:   1. Each Work start and finish dates; 2. Mobilization and demobilization periods; 3. Periods for tests and commissioning procedures; 4. The order in which the Contractor proposes to carry out the Works; 5. 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.  The programme shall be prepared in the format of a Gantt Chart in a readable format.  Along with the format defined by the software used, Programme/work plan submission shall always include .pdf outputs. |
| --- |

### 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:   1. Monthly Progress report - within 7 days of each month. 2. Detailed two weeks look-ahead work plans - every 2 weeks.   The Contractor shall be able to participate in the weekly/biweekly progress meeting and report on the progress of works. |
| --- |

### 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**  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 | - Master’s degree in construction management or similar.  or  - A combination of Bachelor’s degree with an additional 2 years of relevant work experience may be accepted in lieu of the education requirements outlined above. | Minimum five years experience in managing or supervising construction activities related to the project requirements on a range of construction projects, requiring the coordination of multiple contractors and multiple trades simultaneously, planning and implementing complex quality and safety plans.  This experience must encompass at least 3 projects of similar works and scope of work with the schedule of requirements of this RFQ. The projects should be mentioned in the key expert’s CV. | 5 years |
| **2** | **Senior Engineer / Project Engineer**  To be responsible for evaluating workmanship and quality, ensuring the project schedule is being met, reviewing any plan discrepancies in the field, coordinating activities between subcontractors and resolving any disputes which may arise on the job site. | - Master’s degree in civil engineering or similar.  or  - A combination of 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 at the site.  -Experience in works related to the management of construction and reconstruction works with multiple contractors in multiple sites simultaneously, planning and implementing quality and safety plans is required. This experience must encompass at least 2 projects of similar works and scope of work with the schedule of requirements of this RFQ. The projects should be mentioned in the key expert’s CV. | 4 years |
| **3** | **Project Health, Safety and Environmental (HSE) Engineer**  Is required to: conduct site inductions for employees, temporary workers, subcontractors and visitors; implement, maintain, and oversee health, safety and environmental regulations, procedures, and practices; develop and update health, safety, environmental plans and procedures; contribute to the preparation of method statements; lead risk assessment process; facilitate incident investigation and reporting; conduct inspections on site using a format that is acceptable to the UNOPS Project Manager; work closely with local health, safety and environmental authorities; arrange regular HSE meetings; ensure all individuals, contractors, and subcontractors have appropriate training; maintain daily, 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.Intermediate knowledge of English is preferable**.** | **Education:**  -Master degree in civil security, civil engineering or similar is required  or  -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 is required (if a diploma is different). | - Minimum two years of relevant professional experience at the site.  - Experience in works related to safety and health management of construction and reconstruction works with multiple contractors in multiple sites simultaneously is required. This experience must encompass at least 2 projects of similar works and scope of work with the schedule of requirements of this RFQ. The projects should be mentioned in the key expert’s CV | 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** |
| --- | --- | --- | --- |
| **1** | No specific Employer’s requirements |  |  |

### 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 | 6 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 School Repairs in Ukraine project | 6 months starting of the Commencement Date, but in any case no earlier than the date of Taking-Over Certificate | USD 500,000 or equivalent amount in local currency |
| **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 |  |  |

1. For the purposes of this RFQ, when the term “Contractor” is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is accepted after evaluation and who is awarded the Contract, will be included in the Contract. [↑](#footnote-ref-0)
2. For the purposes of this RFQ, when the term “Contractor” is used, it refers to the bidder. The Schedules, submitted by the bidder whose bid is selected after evaluation and who is awarded the Contract, will be included in the Contract. [↑](#footnote-ref-1)