# SECTION II: EVALUATION METHOD AND CRITERIA

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

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

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

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

| 1. **FORMAL AND ELIGIBILITY CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the preliminary screening** | **Documents to establish compliance with the criteria** |
| 1. The bidder is eligible as defined in **Section I: Instructions to Bidders**, Article 4 [*Bidder Eligibility*]. | * Schedule 0.1 [*Quotation Submission Declaration*] * Schedule 0.2 [*Bidder's Information*] * Schedule 0.3 [*Joint Venture Partner Information*], all documents as required in the Schedule, in the event that the quotation is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| 1. The quotation is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Quotation Submissions*] |
| 1. The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Quotation Submission Declaration*] |
| 1. A bid security is provided. | * Schedule 0.8 [*Form for Bid Security*] - **NOT USED** |
| 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 the copy of state registration certificate or equivalent document. | * Copy of state registration certificate or equivalent document. |
| 1. Bidder has a valid permit for the proposed works or equivalent document for the relevant services. | * Copy of valid permit for the proposed works or equivalent document * A link for the Register of Licensees with valid registration in the state register (<https://e-services.dsns.gov.ua/site/licensee-register> * Certificate of authorization to work with electricity for workers |

| **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 200,000 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 (security system) during at least the last five (5) years. | * Certification of incorporation of the bidder |
| 1. The bidder has experience successfully delivering at least three (3) similar 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) related to Schedule 0.4 [*Capacity and Experience*] |

| **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 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 and/or Company Profile*] * Schedule 4.6 [*Subcontractors*] |
| **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 but essential personnel that will be included in the project implementation, e.g.Electrician for CCTV,, Adjuster (Automatic Control System Installer), List of additional personnel required to complete the scope. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 4.4 [*Key Personnel*] * 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. | * 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*], incl. Gannt Chart or equivalent implementation plan/schedule * Schedule 4.3 [*Method Statement*] |
| **2.3** | The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the RFQ(if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.11 [*Insurance Requirements*], if selected. | * 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. | * Schedule 4.3 [*Method Statement*] * Documentation regarding HSSE Management (Health and Safety Policy, generic Health and Safety Plan and the likewise documents). **Note: special attention shall be paid to working at heights and with electrical equipment/appliances.** |
| **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 4.3 [*Method Statement*] * Schedule 4.2 [*Programme*], including Gantt Chart (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. | * Schedule 4.4 [*Key Personnel*] * Schedule 4.5 [*Organizational Structure*] |
| **3.2** | The qualifications and experience of Key Personnel proposed meet the established requirements.  Key personnel:   * Project Manager * Senior Engineer / Project Engineer * Site Health, Safety and Environmental (HSE) Engineer * Quantity Surveyor   *Essential personnel available at all times during the contract implementation, to ensure the uninterrupted performance of works:*   * Electrician, Adjuster (Automatic Control System Installer) * List of additional personnel required to complete the scope   *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.* | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] * Copies of diploma and/or certification * List of essential personnel that will be included in the project implementation, (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** | **NOT USED** |  |

| **Part 5: Oral presentations** | |
| --- | --- |
| **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[[1]](#footnote-0)

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[[2]](#footnote-1)

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 | **Name: Arun Narayanan**  **Position title: Infrastructure Advisor**  **Address: 15, Yaroslaviv Val str., Kyiv**  **Email address: arunn@unops.org**  **Telephone/Mobile number: +38 050 475 00 53** |
| **1.3** | Agreed system of electronic transmission | **ⱱ Email:**  **nadiiap@unops.org**  **☐ If others, specify:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3.1** | Employer’s Representative | **Name: Nadiia Polishchuk**  **Position title: Project Manager**  **Address: 15, Yaroslaviv Val str., Kyiv**  **Email address: nadiiap@unops.org**  **Telephone/Mobile number:+38 050 388 3222** |
| **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 | No later than seven (7) calendar days after the Contract Effective Date |
| **6.2** | Time for Completion | **For whole of the Works:** 30 days |
| **6.5** | Delay Damages | **For Whole of the Works:**  0.3 % 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) | N/A |
| **8.4** | Latent Defect Period | Not applicable |
| **10.2** | Advance payment amount | up to 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 | ☒ 1 Interim Payment Certificate (IPC) and one Final Payment upon Taking Over |
| **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 | 1st IPC - 70%  Final Payment - 30% |
| **10.5** | Retention Money to be released at taking over of Works or Sections | The Retention Money to be released upon taking over of Works and subject to the Final Completion Certificate issuance |
| **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)*

| The full-scale invasion by the Russian Federation in February 2022 and the ensuing war since then has exponentially exacerbated Ukraine’s explosive ordnance (EO) contamination. It is now considered to be one of the most EO contaminated countries in the world. The sheer scale and complexity of the explosive ordnance challenges in Ukraine affects not only Ukraine’s food security, economy, human capital, social services and infrastructure, but also has a deep impact on the global cost of living and food prices.  The project aims to support the establishment of a logistics base for humanitarian demining in Ukraine. This activity will cover a first phase (construction of a security fence with access control system, installation of CCTV surveillance system and outdoor lighting equipment). |
| --- |

### 2.2 Site Plan

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

| Second State Fire-Rescue Squad of the Main Department of SESU  325, Shevchenka str., Lviv, Ukraine, 79062 49.862439555411264, 23.963999739470108  additional information in the designs |
| --- |

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 is located northwest of the city of Lviv. Site distance from City Centre- 9.4 Kms. The site has access roads from the E40 highway.  As of today, the Fire-Rescue Squad carries out measures to prevent fires, extinguish them, and carry out emergency rescue and other urgent work. There is a fire depot on the territory with a parking lot for fire trucks, technical rooms and living space for firefighters. There is an artificial lake and an overpass near the building. There is also an open warehouse with specialized equipment. The territory has flat relief, asphalt and lawn pavement.  The contractor should perform the repair 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 SESU (beneficiary) to develop a schedule and coordinate work hours for construction works. |
| --- |

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

| The construction site is located in an industrial zone, with commercial warehouses and enterprises nearby. The territory is accessed from the international road Lviv - Krakovets (state border with Poland). This is an advantageous location for transportation. Access roads to the territory are asphalted. Access roads are public roads and/or city/town/village public streets. Traffic Rules and regulations for the public road 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 the Lviv region, including, but not limited to, curfew. 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[[3]](#footnote-2) Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored (in accordance with Sub-Clause 1.1 of the General Conditions):**

| The Contractor shall coordinate the locations for the Contractor’s Site Facilities with the Employer’s Representative. The contractor is responsible for the accommodation of workers, providing workers with toilets, resting places and other in accordance with the legislation of Ukraine and the terms of UNOPS. |
| --- |

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, meeting room, internet connection. |
| --- |

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

| The Dismantled materials that belong to the Beneficiary 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 Beneficiary. The Employer’s Representative or Beneficiary may give additional instructions about the dismantled materials 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 Site will remain in the possession of the Beneficiary, the Contractor shall coordinate all its activities with the Beneficiary and UNOPS. |
| --- |

## 

## 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:**

| The scope of demolition works includes the following:   * Dismantling of reinforced concrete supports. * Partial dismantling of the fence.   The detailed scope of Works is represented in the Schedule 4.1 - Bill of Quantities. |
| --- |

1. **New construction:**

| The scope of new construction includes the following:   * Construction of the fence made of prefabricated panels welded from steel rod. * Construction of the access control system, namely: automatic swinging or sliding entrance and exit gates with a free-standing barrier and fence gates; automatic swing or roll-back exit gates with a free-standing barrier and fence gates. * Installation of the video surveillance system for the territory and existing premises. * Installation of the outdoor street lighting system.   The detailed scope of Works is represented in the Schedule 4.1 - Bill of Quantities. |
| --- |

1. **Renovation:**

| Not applicable |
| --- |

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 upon request shall prepare shop drawings, Method Statement report / drawings / schemes / diagrams / as appropriate and if required. |
| --- |

### 3.2 Specifications

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

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

| * Working Design comprises of the following chapters:   + Construction Works Львів-АБ   + External Lighting Львів-ЗО   + CCTV system Львів-СВС   + Access Control Львів-СКД |
| --- |

#### 3.2.B Requirements for Contractor’s[[4]](#footnote-3) design

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

| Not applicable |
| --- |

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 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)**](https://docs.google.com/document/d/1PHMla9A2wjMZ-ucxggz8gHMlPFTkTXg75S4Jqj80E9o/edit?usp=share_link)  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.](https://docs.google.com/document/d/10zjjiQ3MiiYWXSaM7wp5UGZJ6XaBDKtcokzTIyG10ps/edit?usp=share_link) 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](https://docs.google.com/document/d/1INSpr83AVM5bUSbnu_orih5UxooDQESRoWcWaDf6kl0/edit?usp=share_link). 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.  Decree of cabinet Ministers of Ukraine, 23, 2016 No. 852 Kyiv Acts of nutritional licensing of government activities from the assignment of services and viconic work of similar significance  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 B.2.2-9:2018 Public buildings and structures. Basic provisions.. 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) А.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;’ * 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 Small Works of Low Risk, 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.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) |
| --- |

#### 

#### 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 r[equirements](#_r9l4zboczgj9)

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

| **Plant Operation and Maintenance**   * Description: Operation and Maintenance of the Plant (CCTV and Access Control systems) * Details of Trainees: As appointed by the Recipient (SESU) * Training Duration/Dates: After the Plant has been installed and has passed the tests, but within the Time for Completion. Training may be postponed upon request of, or agreement with the Beneficiary (SESU). * Trainer Requirements: No specific requirements * Training facilities: On the Site * Training materials: Relevant Operation and Maintenance manuals. |
| --- |

#### 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**   * Executive drawings (PDF format) to confirm the act of completed works. * Acts on the closure of hidden works (PDF format) to confirm the act of completed works. * Test reports (PDF format) to confirm the report of completed works. * Certificates of appropriate quality for materials and equipment (PDF format) to confirm the material and confirm the act of work performed. * General log of work (original). * Warranty documents and passports for equipment (original) * Operation and maintenance instructions (PDF format) after completion of work. |
| --- |

### 3.3 Drawings

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

| Working Design comprises of the following chapters:   * Construction Works Львів-АБ * External Lighting Львів-ЗО * CCTV system Львів-СВС * Access Control Львів-СКД |
| --- |

### 

### 3.4 Valuation and Payment

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **9.3** | Provisional Sums items | Not Applicable |
| **10.1** | Method of valuation | ☐ Lump sum only  **X** Measure & pay only  ☐ Combination of measure & pay and lump sum |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | Not applicable |
| **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 and in the format acceptable for the Employer’s Representative.  The payment amount will be determined on the basis of 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/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 scope of the Works separately.  Programmes to show:   1. Each Work start and finish dates; 2. Mobilization and demobilization periods; 3. Periods for tests and commissioning procedures; 4. А programme narrative that describes the inclusions and assumptions made in   preparing the Contract Programme;   1. А general description of the arrangements and methods which the Contractor proposes   to adopt for carrying out the Works;   1. The order in which the Contractor proposes to carry out the Works; 2. The time limits within which submission of any Contractor’s documents are required   under the Contract.   1. 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 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 of a Gantt Chart.  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. |
| --- |

### 

### 3.8 Employer's Delegations

| **No.** | **Clause/**  **Sub-Clause No. and title** | **Delegated duties and authorities** | **Designation** | **Remark** |
| --- | --- | --- | --- | --- |
|
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |

### 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.  - 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 large and diverse construction projects in a developed commercial environment, requiring the coordination of multiple contractors and multiple trades simultaneously is required.  - Extensive experience implementing works under complex quality and safety plans is essential. | 4 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.  - 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 site. - - - - Experience in works related to management of complex construction and reconstruction works with multiple contractors in multiple sites simultaneously is required.  - Extensive experience implementing works under complex quality and safety plans is essential. | 4 years |
| **4** | **Project Health, Safety and Environmental (HSE) Engineer**  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. | 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.  - Extensive experience implementing works under complex health and safety plans is essential**.** | 2 years |
| **5** | **Electrical Engineer. Adjuster (Automatic Control System Installer)**  Fully responsible for the technical side of the electrical and low voltage works in the project, ensuring that these works conform to 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. | - 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**.** | - Minimum two years of relevant professional engineering experience at site.  - Experience in works related to complex construction and reconstruction works. | 2 years |
| **6** | **Quantity Surveyor:** Quantity Surveyor: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 economics or 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 above educational requirements. | - Minimum two years of relevant professional engineering experience at site.  - Experience in works related to complex construction and reconstruction works. | 2 years |

### 3.10 Equipment and Machinery Requirements - NOT USED

*(Details of Equipment and Machinery to be provided by the Contractor in accordance with Sub-Clause 4.7 of the General Conditions) NO*

| **No.** | **Description of item (Equipment or Machinery)** | **Units** | **Remarks** | **No.** |
| --- | --- | --- | --- | --- |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |

### 

### 3.11 Insurance Requirements

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

| **Insurances** | **Additional details on scope of cover** | **Validity period** | **Limit of liability** |
| --- | --- | --- | --- |
| **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 Support to Community Driven Mine Action in Ukraine project | 3 months starting of the Commencement Date, but in any case no earlier than the date of Taking-Over Certificate | USD 1,000,000 or equivalent amount in UAH at the FX rate of the UN |
| **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.

1. For use to the discretion of the bidder, if deemed necessary [↑](#footnote-ref-0)
2. For use to the discretion of the bidder, if deemed necessary [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)