# SECTION II: EVALUATION METHOD AND CRITERIA

Bids submitted in response to this ITB shall be evaluated on the basis of the “lowest priced, substantially compliant” methodology, which consists of the following steps:

1. **Preliminary screening of bids using formal and eligibility criteria:** This includes an assessment of whether bids comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All bids substantially compliant at this stage will go through subsequent evaluation as follows.
2. **Technical evaluation using qualification criteria:** This determines which bids are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below and rejects non-compliant bids. Only bids meeting or exceeding the qualification criteria shall be considered substantially compliant.
3. **Technical evaluation using technical criteria:** This determines each bid’s technical compliance with the pre-defined technical criteria as identified in the “Technical Criteria” table below. Only bids 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 bids shall only be conducted for the bids that have been determined to be substantially compliant in the technical evaluation. Bids 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 bid among the substantially compliant bids will 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 ITB or as appropriate to the nature of the procurement process. UNOPS may reject a bidder's bid 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 bid. UNOPS may use such information to interpret and evaluate the relevant bid.

UNOPS evaluation of a bid 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 [*Bid 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 bid is submitted by a Joint Venture. * UNGM suppliers ineligibility lists |
| 1. The bid is complete, i.e., all documents and technical documentation requested in **Section I: Instructions to Bidders**, Article 11 [*Content of Bid Submissions*] have been provided and are complete. | * All documentation as requested under **Section I: Instructions to Bidders**, Article 11 [*Content of Bid Submissions*] |
| 1. The bidder accepts conditions of the Contract as specified in **Section III: Conditions of Contract.** | * Schedule 0.1 [*Bid Submission Declaration*] |

| **2. QUALIFICATION CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance  with the criteria** |
| * **Financial capability**   The bidder has an annual turnover of a minimum of JOD 300,000 in any one of the last Three (3) years. | * Copy of audited financial statements for the last [three (3)] years |
| * The bidder has been in continuous business during the last three (3) years. | * Certification of incorporation of the bidder |
| * The bidder has experience successfully delivering similar Earthworks & Retaining Structures construction works contracts during the last [three (3)] years prior to bid opening. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] * Certificates of projects completion |
| * The bidder has valid registration under the third-grade category (or higher) in the body that governs and regulates the construction industry in Jordan under the Road works and/or Buildings category. | * Certification of registration |

| **3. TECHNICAL CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance  with the criteria** |
| To be substantially compliant, bidders must meet all the minimum requirements/criteria and score ‘pass’ against each of the criteria. | In **Section VI: Returnable Schedules**:   * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] |

| **Parts of the Technical Bid 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 |

| **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 bid (in particular, the detail of the Works) is substantially compliant and does not contain any material deviation(s) from the minimum requirements as stipulated in **Section V: Requirements**, which indicates the bidder's understanding of these requirements. | * All schedules under Schedule 4 [*Contract Schedules from the Bidder*] in **Section VI: Returnable Schedules** |
| **2.2** | The Programme is substantially compliant and does not contain any material deviation(s) from the requirements as stipulated in **Section V: Requirements**. The bidder's preliminary Programme and outline statement of proposed methods demonstrate the bidder's capacity to plan and programme the Works within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.3 [*Method Statement*] * Schedule 4.2 Programme |
| **2.3** | The bid satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the ITB (if any), or by providing a confirmation letter that the bidder will affect 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 bid 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*] |
| **2.5** | The 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*] |

| **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.  The qualifications and experience of Key Personnel proposed meet the established requirements:   1. Project Manager 2. Civil Engineer X 2 nos 3. HSSE Officer 4. Certified topographical surveyor   **for the remaining positions, the contractor will submit their cvs for unops approval upon signing the contract** | Schedule 4.4 [*Key Personnel*]  Schedule 4.5 [*Organizational Structure*]  Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] |

| **Part 4: Key equipment proposed** | | |
| --- | --- | --- |
| **No.** | **The following equipment will not be evaluated on a pass/fail basis during the technical evaluation, but are requested to be submitted under the relevant checklist.** | **Documents to be submitted** (not exhaustive) |
| **4.1** | The proposed equipment meets the established requirements in Schedule 3.10 [*Equipment and Machinery Requirements*] and demonstrates the capacity of the bidder to undertake the work.  Minimum requirements:   * Bulldozers * Jack hammers * Excavators * Compactors * Graders * Dump trucks * Wheel loaders | * Schedule 4.7 [*Contractor's Equipment and Machinery*] |

# 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** | NA |  |
| **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** | NA |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

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# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

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

| **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 | **Enabling works for the site to later build 10 warehouses with a new storage area of around 10,000 m2 on land owned by JHCO in the Ghabawi area- Jordan** |
| **1.3** | Employer’s address for communication | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | ✔ **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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 | Jordanian Dinars (JOD) |
| **4.2** | Permitted guarantors for Performance Security | Bank or financial institutions approved by the Employer |
| **6.1** | Commencement Date | Upon contract signature |
| **6.2** | Time for Completion | **For whole of the Works:** 45 days |
| **6.5** | Delay Damages | **For Whole of the Works:**  1.0% of the Contract Price per day |
| **6.5** | Aggregate maximum amount of Delay Damages | 10.0% of the Contract Price |
| **8.1** | Defects Notification Periods (DNP) | 12 months |
| **8.4** | Latent Defect Period | NA |
| **10.2** | Advance payment amount | ✔ Not applicable |
| **10.2** | Permitted guarantors for advance payment | ✔ Not applicable |
| **10.2** | Period of repayment of advance payment | ✔ Not applicable |
| **10.3** | Retention Money to be deducted from the IPC | 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 | ✔ Not applicable |
| **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 Section or whole of the Works, as applicable |
| **10.10** | Currencies of payment | **Currency 1:** JOD |
| **10.10** | Proportions of currencies for payment | **Currency 1:** 100% |
| **10.10** | Rate of exchange | 1 |
| **10.11** | Annual rate of financing charges for delayed payment | \_NA\_\_ % |

## 

## 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)*

| Enabling works for the site to later build10 warehouses with a new storage area of around 10,000 m2 on land owned by JHCO in the Ghabawi area.  The contractor shall perform the earthworks and retaining structures as per contract specifications, drawings and BOQ to the full satisfaction of UNOPS engineers |
| --- |

### 2.2 Site Plan

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

| The project is located 36 km north-east of UNOPS offices in Ghabawi on the damascus highway near the Jordanian Hashemite Charity Organization (32.045034, 36.117775) |
| --- |

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 project site is open for access* |
| --- |

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

| NA |
| --- |

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

| The site is adjacent to the Jordan Hashemite Charity Org (JHCO). Only a small part will be inside the current site fence of JHCO. Careful coordination will be done with related authorities, JHCO and UNOPS representatives for fence removal, new temporary fence and relocation of any obstacles (caravan, electric poles, …) and removal/demolition of existing small structures and trees (if any). |
| --- |

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):**

| TBD on site |
| --- |

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

| The Contractor shall provide and install properly Project Identification Sign size (1m × 1m).  The Contractor shall provide safety sign boards size (60 cm x 80cm) as per the details that will be provided by UNOPS Engineer.  The contractor shall provide and service site offices for the employer’s use.  The Contractor shall coordinate with UNOPS and the JHCO to avoid disruption of JHCO operations. |
| --- |

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

| Waste and excess material shall be removed from site to an approved dumping location by municipality on regular basis. For more details please refer to Annex 4.9.A Minimum Health and safety requirements for Contractors  Any hazardous material associated with the project development shall be stored, handled and disposed of in accordance with local and international standards and as per the Material Safety Data Sheet (MSDS) of each material.  All subcontractors shall comply with all legislation with regards to the safe storage and handling of hazardous substances.  **The waste should be collected and segregated and ensure safe storage in line with legal requirements by providing sufficient containers to temporarily store in a secure area for all site waste and specially for hazardous waste such as empty paint buckets.** |
| --- |

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

| To be the contractor’s responsibility and as required and approved by UNOPS and JHCO |
| --- |

1. **Any other Site details:**

| NA |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY NA**

[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 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 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 Jordanian Dinars 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 THE EMPLOYER

### 3.1 Scope of Works

1. **Demolition:**

| According to contract documents:The contractor shall comply with the following general requirements, including but not limited to:   1. The formulation and enforcement of an adequate safety management plan 2. The provision and implementation of a quality control plan 3. The provision and upkeep of temporary facilities and utilities as per contract documents 4. Site sign board 5. Temporary hording   Contract documents  Annex. A - Specifications  Annex. B - BoQ  Annex. C - Drawings  Annex D - Soil report  Annex E - Minimum health and safety requirements for contractors |
| --- |

1. **Site works:**

| According to contract documents:   * 1. Site clearing as per contract documents including the removal/relocation of electrical posts and existing small rooms, trees…etc.   2. Furnish all labour, materials, equipment and incidentals in sufficient numbers and capacities necessary to perform all Site-enabling worksas per contract documents and within specified time for completion. The work shall include, but not necessarily be limited to:      1. excavation for site leveling, structures, footings, trenches, paved areas, manholes, electrical manholes, handholds;      2. all backfilling and fill; embankment and grading; compaction and testing; disposal of waste and surplus materials; and all related work such as sheeting, bracing and pumping. |
| --- |

1. **Concrete works:**

| According to contract documents:The provision of labour, materials and plant necessary for executing the retaining structures as per contract documents and within specified time for completion including but not limited to   1. the concrete formwork 2. the incorporation of steel reinforcement into the concrete 3. the casting of concrete on site with different grades as per contract documents. 4. Curing of concrete structures 5. perform all waterproofing and damp-proofing of cast-in-place concrete, protection board and related work necessary as required by the drawings and specification. |
| --- |

1. **Design:**

| Check the designs provided by UNOPS and report any concerns.  Prepare shop drawings and detailed design as and when requested by UNOPS engineers. |
| --- |

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

| As stated above |
| --- |

### 3.2 Specifications

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

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

| As listed in Annexes A , B, C, D, E |
| --- |

#### 

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

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

| General Design shall be provided by UNOPS to the contractor |
| --- |

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

| Check the designs provided by UNOPS and report any concerns  Prepare shop drawings and detailed design as and when requested by UNOPS engineers. |
| --- |

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

| NA |
| --- |

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:**

| NA |
| --- |

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

| NA |
| --- |

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

| NA |
| --- |

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

| NA |
| --- |

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

| NA |
| --- |

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

| NA |
| --- |

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

| NA |
| --- |

#### 

#### 3.2.C Quality Management System requirements

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

| Contractor is required to provide the following information:   1. Project implementation/quality management plan/policy 2. Health and safety management plan/policy. 3. Environmental management plan/policy |
| --- |

#### 

#### 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)*

| ***In addition to the articles mentioned under “4.9 Health, Safety, Social and Environment“, The Contractor*** must ***comply with the following applicable occupational health and safety and environmental laws, guidelines, reports, rules procedures and codes of practice:***   1. Annex 4.9.A (Minimum Health and Safety Requirements for Contractors) 2. Ensure that a safe and healthy working environment in all work areas is created and maintained and take appropriate measures to address occupational health and safety as well as public health and safety risks, to prevent accidents and environmental and social incidents and damage to property. The contractors will be obliged to monitor and continuously improve Health and Safety and Social Environment management and performance; 3. Diligently ensure implementation of the Annex 4.9.C - ESMP\_24.06.2019 including all necessary training and capacity building measures as well as the provision of appropriate personal protective equipment to all persons involved in site activities; 4. Health, Safety and Environmental laws, guideline, rules, procedures and codes of practice applied in Jor*dan and as per UNOPS policies and procedures (*Annex 4.9.A UNOPS Minimum Health and Safety Requirements for Contractors; Annex 4.9.B - HS01 Project 22395 HS plan; Annex 4.9.C - ESMP\_24.06.2019 5. In *line with the UNOPS corporate policy, the Contractor Project Team organizes site induction training including the module on occupational health and safety on the project sites. The Foremen, Site Engineers and Project Manager supervise the sites regularly to ensure that health and safety of beneficiaries are secured and complied with international labour standards.* 6. Contractors *agree to be in full compliance with UNOPS as well as the national standards related to environmental, occupational health & safety and social laws and regulations. Contractor will ensure that the occupational health, safety and welfare of all individuals is included in the contractors’ minimum operating standard* |
| --- |

#### 

#### 3.2.E Sustainability requirements

*(Description of sustainability requirements if any)*

| NA |
| --- |

#### 

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** | **Rate** | **Unit** |
| --- | --- | --- | --- | --- |
| **Facilities** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Materials** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.G Training r[equirements](https://docs.google.com/document/d/1D5YStLFiaPfEjz1Rr_9v00ytCiaOQTjI/edit#heading=h.4bvk7pj)

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

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

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

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

| The contractor shall prepare to the approval of UNOPS any as-built drawings when the delivered works are executed differently from the original contract documents. |
| --- |

### 3.3 Drawings

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

| Refer to Annex C |
| --- |

### 

### 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 | **Refer to the BoQ** |
| **10.1** | Method of valuation | ☐ Lump sum only  X☐ Measure & pay only  ☐ Combination of measure & pay and lump sum |
| **10.1** | Instalments or Schedule of Payments (in the case of lump sum payments) | **NA** |
| **10.3** | Timing for submission of Statements | Monthly |
| **10.3** | Requirements for the submission of Statements | Approved Interim payment certificate (IPC) along with checked and approved measurement of completed works |
| **10.3** | Payment for Plant and/or Materials delivered to Site | \_0.0 %of substantiated value of Plant and/or Materials |
| **10.3** | Plant and Materials listed for payment when delivered to Site | **1.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | **1.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **2.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_  **3.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

### 

### 3.5 Programme Requirements

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

| Not later than five (5) days after the contract award Date, the Contractor shall submit to the Employer’s Representative a fully detailed Programme for the Works in accordance with the Contract detailing how and when the Contractor proposes to carry out each stage of the Works, in accordance with Schedule 3.5 [Programme Requirements].  The Contract Programme must be in such form and detail as the Employer’s Representative requires and must contain as a minimum:   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.   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 Programme must be resource loaded and include material, plant and labour.  The labour resource assignment must be further broken down to clearly identify types (trade and/or discipline) and number of resources allocated to an activity.  The Contract Programme must be accompanied by and/or detail:   1. a programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme; 2. a general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works; 3. 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; 4. Details, and durations on Site, of the resources proposed to achieve the Contract Programme; 5. A detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor may be entitled under the Contract; 6. A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for any fabrication and delivery of manufactured products and samples. The interdependence of design, procurement and construction activities must be included in this schedule.]   The Contractor must complete the works and hand it over to the Employer and Beneficiaries within the specified milestones within the construction period of the Contract. |
| --- |

### 3.6 Nominated Subcontractors

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

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

### 

### 3.7 Reporting Requirements

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

| *The Contractor must submit the following reports: -*   1. Daily site report 2. A weekly progress report on the implementation of the project and should include the progress, challenges and compliance with the Health and Safety regulations as per format provided by UNOPS. 3. Monthly progress reports as per the format approved by UNOPS Engineer 4. Plans for daily Toolbox talks (TBT), weekly HSSE training, staff HSSE induction, visitors' induction, specific training (new task, new employee and new material or legislation...etc), 5. Records for all trainings submitted with the attendees' names and signatures 6. Records for weekly HSSE site inspections, weekly tools and equipment inspections, incident reporting (when needed), risk assessment briefing register, daily hazards reporting cards and tracking sheet, 7. List of chemicals and the needed Material Safety Data Sheet (MSDS) for it. |
| --- |

### 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 | Hold the degree of BSc. In Civil or Industrial Engineering from a university. | Construction/ infrastructure | 15 |
| **2** | Site Engineer | Hold the degree of BSc. In Civil Engineering from a reputable university (proof of education is required) | Construction/ infrastructure | 7 |
| **3** | Site Engineer/ Foreman | Hold the degree of BSc. In Civil Engineering from a reputable university (proof of education is required) | Construction/ infrastructure | 5 |
| **4** | HSSE Officer | Holds a BSc degree In Engineering or any other relevant BSc university degrees OR has Diploma in any relevant field. AND must have certificates in relevant HSSE trainings  (Proof of education and certifications are  required) | Construction/ infrastructure | 5 |
| **5** | Topographical surveyor | Holds a BSc degree In Engineering or any other relevant BSc degrees, OR has Diploma in topographical surveying (proof of education and certifications are  required) | Construction/ infrastructure | 5 |

### 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** | **Bulldozer** | **\*** |  |
| **2** | **Excavator** | **\*** |  |
| **3** | Jack hammer | **\*** |  |
| **4** | **Grader** | **\*** |  |
| **5** | **Compacter / roller** | **\*** |  |
| **6** | **Wheel loader** | **\*** |  |
| **7** | **Dump truck** | **\*** |  |
| **8** | **Concrete pouring and compaction equipment** | **\*** |  |
| **9** | **Scaffoldings meeting UNOPS minimum H&S requirements (Section 13) per Annex E** | **\*** |  |
| **10** | **Others as may the nature of the works require** |  |  |

### \*The number of equipment shall be increased/planned to complete the works within the contract duration without delay.

### 

### 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** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |
| **Public liability insurance** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |
| **Workers’ compensation insurance** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |
| **Insurances required by Laws and by local practice** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |
| **Any other insurances** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |
| **Professional indemnity insurance**  **(if applicable)** | As per the country law | As per the country law with additional one month beyond completion period | As per the country law |

1. For the purposes of this ITB, 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 ITB, 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)