# 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 [*Breakdown of the Fees and Reimbursable cost*] shall be used for the financial evaluation. Schedule 4.1.B [*Daily Rate Schedule*] will not be used for the financial evaluation but will inform the assessment of reasonableness of cost. The lowest priced quotation among the 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, tools and/or systems, 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, including each member of the Joint Venture, consortium, or association and/or Sub-consultant (as applicable), 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. * Schedule 0.12 [*Self-disclosure*] * UNGM supplier 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*] |

| **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 annual turnover of minimum 100,000JOD in any one of the last [three (3)] years. | * Copy of audited financial statements for the last [three (3)] years |
| 1. The bidder has been in continuous business during the last [two (2)] years. | * Certification of incorporation of the bidder |
| 1. The bidder has experience successfully delivering similar design Services contracts during the last [three (3)] years prior to quotation opening. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| 1. The bidder has the registration in the body that governs and regulates the engineering, consulting and/or construction industry in the Country. Either or :-    1. Engineering Office class A    2. Consulting Company | * Certification of registration |
| 1. Bidder should have at least 10% of female employment | * Organizational structure showing the female percentage should be submitted |

| **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*] * [Insert additional required documentation] |

| **Parts of the Technical Quotation Evaluation: Number and description** | | **Obtainable rating** |
| --- | --- | --- |
|
| **1.** | Bidder’s capacity and expertise | Pass/Fail |
| **2.** | Proposed methodology, approach and implementation plan | Pass/Fail |
| **3.** | Key personnel proposed | Pass/Fail |
| **~~4.~~** | Key equipment proposed | Pass/Fail |

| **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 service/activity would be subcontracted. | * Copy of audited financial statements for the last [three (3)] years * Schedule 4.5 [*Organizational Structure*] * Schedule 4.6 [*Sub-consultants*] |
| **1.2** | The bidder has relevant specialized knowledge and experience on similar services done in the region or country. | * Schedule 0.4 [*Capacity and Experience*] * Schedule 0.7 [*Performance Statement*] |
| **1.3** | The bidder has the capacity to undertake the scope of Services in addition to its current workload. | * Schedule 0.4 [*Capacity and Experience*] |

| **Part 2: Proposed methodology, approach and implementation plan** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **2.1** | The quotation (in particular, the detail of the Services) 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 preliminary 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 Services within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.2 [*Programme*] * 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 3.9 [*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 Services will be met. | * Schedule 4.3 [*Method Statement*] |
| **2.5** | The bidder’s proposed sub-consultants and suppliers, if identified, are proposed to undertake appropriate activities related to the Services and have demonstrated the capacity to undertake the services and are located in appropriate locations. | * Schedule 4.6 [*Sub-consultants*] |
| **2.6** | The preliminary Programme and method statement details how the different activities shall be organized, controlled and delivered based on the quality management system proposed by the bidder. | * Schedule 4.2 [*Programme*] * Schedule 4.3 [*Method Statement*] |

| **Part 3: Key personnel proposed** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **3.1** | The composition and structure of the team proposed is appropriate and the proposed roles of the management and the team of Key Personnel is suitable for the provision of the necessary Services. | * Schedule 4.4 [*Key Personnel*] * Schedule 4.5 [*Organizational Structure*] |
| **3.2** | The qualifications and experience of Key Personnel proposed meet the established requirements.(Refer to section 9 of Annex 1- TOR)   * Design manager – 15 years * Urban planner / Architect -10 years * Quantity surveyor- 5 years * Mechanical Engineer- 5 years * Electrical Engineer- 5 years * Road/transport Engineer- 5 years * Civil/Structural Engineer - 10 years * Other positions to be specified by bidder if required. | * Schedule 0.5 [*Format for Resume of Proposed Key Personnel*] * Schedule 4.4 [*Key Personnel*] |

| **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** | The proposed equipment meets the established requirements in Schedule 3.8 [*Equipment and Machinery Requirements*] and demonstrates the capacity of the bidder to undertake the services or activities. | * Schedule 3.8 [*Equipment and Machinery Requirements*] |

# SECTION III: CONDITIONS OF CONTRACT

## INSTRUMENT OF AGREEMENT

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

## GENERAL CONDITIONS OF CONTRACT

* [Consultant Services Contract for Works: General Conditions of Contract](https://content.unops.org/service-Line-Documents/Infrastructure/Consultant-Services-Contract-for-Works-General-Conditions-of-Contract_EN_2024.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** |  |  |
| **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** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

# 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** | Country | **Name:**  \_\_\_Jordan\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.4.1** | Agreed system of electronic transmission | ☑ **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ **If others, specify:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.4.1** | Employer’s Address for Communication | **Name:**  \_UNGM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **2.2** | Employer’s Representative | **Name:**  \_\_UNGM\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3.2.1** | Performance Security Amount | ☑ 5 %of the Accepted Contract Amount |
| **3.2** | Permitted Guarantors for Performance Security | ☑ Bank or financial institutions approved by the Employer |
| **4.2.1** | Commencement Date | Contract signing date by both parties |
| **4.2.4** | Liability Period | 10 Years |
| **4.3.1** | Time for Completion | 1.5 months/45 days |
| **4.4.5** | Delay Damages | ☑ Amount per day 200 USD |
| **4.4.6** | Aggregate maximum amount of Delay Damages | 5 % of the Accepted Contract Amount |
| **7.2.2** | Annual rate of financing charges for delayed payment | NA |
| **7.3** | Currencies of Payment | **Currency 1:** USD |
| **7.3** | Proportions of Currencies | 100% |
| **7.8.2** | Advance Payment Amount | Not applicable |
| **7.8.3** | Permitted Guarantors for advance payment | Not applicable |
| **7.8.6** | Rate of advance payment deductions | Not applicable |
| **8.3.1** | Limit of Liability | 100,000 USD |

## SCHEDULE 2: PROJECT SPECIFIC INFORMATION

### 2.1 Project Details

*(Brief description of the project including title, location, background and other relevant details along with details of the Works for which the Services is required)*

| AL- Ghabawi is the main location for JAF for receiving the trucks transporting the humanitarian aid for Gaza. This site will need to be designed and implemented properly to include a holding area for trucks (Covered parking mainly sheds), offices (steel structure hangers), logistics services, infrastructure and networks and all external needed services and works.  Since the beginning of the crises and the nomination of JAF to be the official channel for the Jordanian aid; the JAF existing yards and buildings  were fully deployed to accommodate for the logistical needs.  Providing the holding areas in the proposed station in Al-Ghabawi area with the needed  infrastructure, sheds, services, hangers, and external works is currently a challenge as the needs are imminent. Therefore, JAF has plans to design properly these structures needed as soon as possible to provide the proper services to the trucks needed for shipping the humanitarian aid. The designs and implementation of these new holding areas will also address the transportation around and provide the sites with sustainable and innovative infrastructure including but not limited to: roads network, lighting, drainage, proper levels and site needs. |
| --- |

### 2.2 Locations Plan

1. **General description of location and boundaries:**

| The  JAF proposed land is (90,000 m2) and is located in Zarqa governorate (32.039078, 36.149477). The following photos 1 and 2 show the proposed  land |
| --- |

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

| The site is an open field with full access. |
| --- |

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

| Site access is open and to be coordinated with UNOPS and beneficiary |
| --- |

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

| No directly adjacent sites to mention |
| --- |

1. **Description of approved location for the Consultant’s Location facilities (if any):**

| NA |
| --- |

1. **Description of arrangements at Locations that is to be provided to the Employer   
   (if any):**

| NA |
| --- |

1. **Description of disposal areas (within the Location or outside the Location if any):**

| Not Applicable |
| --- |

1. **Description of any Location security requirements:**

| Not Applicable |
| --- |

1. **Any other relevant Location details:**

| Not Applicable |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security [NOT APPLICABLE]

**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 **“Consultant”**) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the **“Services”**) to be undertaken by the Consultant (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 Consultant, we irrevocably and unconditionally notwithstanding any objection which may be made by the Consultant 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 Consultant.

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 Consultant.

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 Consultant and do not require that any claim be made against the Consultant. 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 Consultant;
* amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
* intermediate payment or other fulfilment made by us;
* change in the constitution or organization of the Consultant; 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 Consultant, 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 of or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in effect, the language of the proceedings being English.

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

IN WITNESS of which 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 **“Consultant”**) titled [insert contract title] with Contract No. [insert number] for the [insert name of the project] for certain services (hereinafter called the **“Services”**) to be undertaken by the Consultant (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 Consultant 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 Consultant 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 Accepted Contract Amount 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 of the Services. 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 Consultant.

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 Consultant and will not be discharged or otherwise prejudiced or adversely affected by any:

* time, lenience or tolerance which you may grant to the Consultant;
* amendment, modification or extension which may be made to the Contract or the Services performed under the Contract;
* intermediate payment or other fulfilment made by us;
* change in the constitution or organization of the Consultant; 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 Consultant, and this Guarantee may be exchanged or surrendered without in any way impairing or affecting our liabilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

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

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

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

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

IN WITNESS of which then [insert name 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]

# SECTION V: REQUIREMENTS

## SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER

### 3.1 Scope of Services

*(In accordance with Sub-Clause 3.1 of the General Conditions)*

1. **The background, purpose and function of the Services:**

| Providing the vehicle holding areas in the proposed station in Al-Ghabawi area with the needed infrastructure, sheds, services, hangers, and external works is currently a challenge as the needs are imminent. Therefore, JAF with UNOPS have plans to design properly these structures needed as soon as possible to construct and provide the proper services to the trucks needed for shipping the humanitarian aid. |
| --- |

1. **Project Stakeholders:**

| * Jordan Armed Forces (JAF) * UNOPS * Design Firm (Consulting Firm) |
| --- |

1. **Comprehensive and explicit scope of the Services:**

| 1. Prepare a site Master Plan with a design brief for the 90000m2 plot, showing the most efficient layout of covered parking sheds as well as the necessary infrastructure distribution such as roads, lighting, electricity future PV network, water, drainage in addition to administrative and service buildings (approx. 3500m2) with necessary connected utilities. 2. Secure the approval of UNOPS and JAF in order to move to detailed design stage. 3. Detailed technical designs (issued for tender) with priced BOQ and shortest possible high-level construction programme for the construction of 300 covered parking sheds (steel structure) in 2 typical designs to be in the Ghabawi area, paved roads, fence, main gate, watch towers, maintenance station with all infrastructure, and other services buildings (approx. 3500m2). The detailed technical designs shall include the detailed designs and technical details and documents for the steel structure, electrical and mechanical details and other infrastructure designs needed for the construction of all the needed facilities 4. Cooperate with UNOPS’ internal design review to address all comments as needed to a full approval of IPMG-UNOPS. 5. Technical support during construction when needed. |
| --- |

1. **Any pertinent details and technical information relevant to the successful execution and completion of the Services:**

| SCHEMATIC DIAGRAM |
| --- |

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

| Refer to section 5 of Annex 1- Terms of Reference (ToR) for full details |
| --- |

1. **Key responsibility and liability matrix as indicated in the General Conditions and Particular Conditions, if any:**

| The Design Firm shall coordinate with JAF and prepare relevant documents for obtaining their consent for the works related to (road cutting, filling, and related services such as manholes, water pipes, electrical cables etc.) and documents and data for explanations and for discussions with relevant organizations based on the design plan.  The Design Firm shall take into consideration and comply with the requirements to coordinate with UNOPS assuring compliance with UNOPS Infrastructure and Project Management Group (IPMG) requirements, and the most relevant up-to-date international design guidelines, manual/ local and international codes and standards code or the local regular as applicable which should be provided in the first design stage (design brief report) and approved by UNOPS project’s team.  The design firm's responsibility is to adopt and apply the best engineering practices to achieve the desired output of the assignment, by merging the most up to date international/local design guidelines, design codes and standards, local market engineering practices, and UNOPS project’s team advice and/or instructions. Eventually, the design firm shall be held responsible and liable for the design output and its relevant products which have to be functional, viable, achievable, yet feasible. |
| --- |

1. **Health, Safety, Social and Environmental (HSSE) requirements:**

*(In accordance with Sub-Clause 3.16 of the General Conditions)*

| Refer to Annex 1- Terms of Reference (TOR) for full details on HSSE requirements. When preparing or modifying a design, the designer must take into account the general principles of prevention and any pre-construction information to eliminate, as far as reasonably practicable, foreseeable risks to the health or safety of any worker or user of the infrastructure asset. If it is not possible to eliminate these risks, the designer must take steps to reduce or control the risks in the course of the design process; provide information about those risks to the employer; and ensure appropriate information is included in the health and safety file. A designer must take all reasonable steps to provide sufficient information about the design, construction or maintenance of the structure, to eliminate and reduce health and safety risks.  The BOQ should include a line item dealing with Health and Safety materials, in order to allow accountability and a way for the project team to properly enforce Minimum health and safety requirements for contractors. |
| --- |

1. **Quality Management System:**

*(In accordance with Sub-Clause 3.17 of the General Conditions)*

| The design firm shall comply with:  UNOPS Design Panning Manual for Buildings\_2014.1\_EN |
| --- |

1. **The list of all Deliverables and/or the Consultant’s Documents related to the Services:**

| Refer to section 6 of Annex 1- Terms of Reference (ToR) for full details. |
| --- |

1. **Specific tools required such as software to be used to develop the Deliverables and the format of presentation of the Deliverable:**

| The design firm shall use the following software formats to submitt their deliverables   1. Drawings:    1. Autocad drawings    2. PDF 2. BOQ:    1. Excel    2. pdf 3. Specifications:    1. MS office word and excel    2. Adobe (pdf) 4. Design brief & other reports:    1. PDF    2. WOrd    3. Excel 5. Programme:    1. MSProject    2. PDF 6. Design calculations:    1. design software output format (specify software name and version)    2. The same output in pdf or excel |
| --- |

1. **Information on the Review and Approval Process (UNOPS and any other as required):**

| The design firm shall take into consideration that the Deliverables would be subject to review by UNOPS Infrastructure Project Management Group- IPMG Design Review Team. The design firm shall provide comprehensive detailed design and accurate documents with full details in order to avoid lengthy review processes.  The design package shall be reviewed by UNOPS/IPMG during the design review process, which is necessary to certify the design for tendering purposes; it requires the design firm to provide all required support during this process by answering inquiries, and perform any required design modifications to fulfill the gaps. The design review shall be conducted into stages if it is classified as medium risk. The staged review is conducted in different stages (i.e. Brief/concept design, preliminary design and draft final design stage).  The Design firm shall also obtain UNOPS approval on the full design package, ensure that the final package is up to the allocated budget, and obtain approvals from local authorities related to licensing the engineering design. It is essential to note that the design shall be reviewed, certified and approved by UNOPS HQ, which usually takes 2 weeks per cycle, and the number of cycles depends on the quality of the design documents in terms of compliance with UNOPS design requirements. |
| --- |

1. **Employer-Supplied Personnel and Services of Others, Employer’s Equipment and Employer’s Facilities:**

*(Details in accordance with Sub-Clause 2.6 of the General Conditions)*

|  | **No.** | **Description of the item** | **Unit** | **Quantity** |
| --- | --- | --- | --- | --- |
| **Personnel** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Services of others** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Facilities** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

1. **Any other details as relevant:**

| All tasks shall be conducted by the Consulting Firm (CF) under the overall guidance of the UNOPS Project Manager and the direct supervision of the Project Team, all in accordance with UNOPS Guidelines and Procedures.  The CF shall coordinate all its on-site surveys, testing, sampling, etc. with the UNOPS Project Team and the relevant public authorities.  The CF shall be responsible for obtaining the needed permits and clearances from relevant stakeholders, including the approvals of relevant Ministries, public authorities as well as the Lebanese Armed Forces (LAF) on the design.  The CF shall take into consideration that the Deliverables would be subject to review by UNOPS Infrastructure Project Management Group- IPMG Design Review Team.The CF shall provide comprehensive detailed design and accurate documents with full details in order to avoid lengthy review processes.  The deliverables shall not be considered Final until the IPMG Design Review Team deems that the Design Documents substantially and fully meet the UNOPS requirements, upon which the Design Certificate would be issued by the IPMG Design Review Team.  The design shall be in compliance with UNOPS requirements attached in the Terms of Reference and are considered an integral part of the TORs.  To all extent possible, the designers work should incorporate sustainable considerations in the design:  ● Use of local materials, recycled materials and local construction technologies  ● Mitigation of and resilience to natural and man-made hazards  ● Ensure durability and design life  ● Efficient water and waste water management  ● Efficient waste management  ● Inclusive design for persons with disabilities  ● Transfer of skills or knowledge to local beneficiaries during projects.  ● Consideration of gender, diversity, and inclusion, climate change and adaptation, life cycle costing, energy reduction, and renewable energy. |
| --- |

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### 3.2 Consultant’s Delegations

*(In accordance with Sub-Clause 3.9.1 of the General Conditions)*

The Consultant’s designated personnel has the delegated duties and authorities of the Engineer and Engineer’s Assistant as in the Construction Contract for Major Works: General Conditions and Construction Contract for Major Works: Particular Conditions.

**OR**

The Consultant’s designated personnel has the delegated duties and authorities of the Employer’s Representative’s Assistant under the Construction Contract for Small Works: General Conditions as identified in the table below.

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

### 3.3 Valuation and Payment

*Refer to Annex 1 – TOR - Section 11*

| **No.** | **Milestone** | **Amount** | **Target date** |
| --- | --- | --- | --- |
| **1** | Design Brief | 30 % of Accepted Contract Amount |  |
| **2** | The Final Design as follows:   1. Detailed Design report 2. Supporting documentation (Drawings, Topographical and Hydrology maps, Geotechnical report) 3. Detailed Construction Documents 4. Technical specifications & schedules 5. Structural calculations 6. Bill of Quantities (BoQ) with a cost estimate for the construction works 7. IPMG Design Certificate Approval | 65% of Accepted Contract Amount as detailed below:  10%  10%  15%  5%  5%  10%  10% |  |
| **3** | Technical Support during the construction phase | 5% of Accepted Contract Amount |  |

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### 3.4 Programme Requirements

*(Description of the requirements associated with the Programme, in accordance with Sub-Clause 4.3 of the General Conditions)*

| Commencement of Work shall start once the Contract is signed by both parties.  - The consulting services will be provided according to the Execution Timeplan included in Annex 4  - The Consulting Firm (CF) shall submit the Implementation Schedule in Gantt Chart (MS Project)  The design should be delivered according to the milestones table in the TOR. The period indicated is envisioned from commencement to completion of the design works, subsequent design review process, and handover of information to UNOPS. If the Design Firm fails to deliver the service or part thereof in accordance with the milestone date specified in the contract, UNOPS may, without prejudice to its other remedies under the Contract, deduct from the payments due to Design firm, as liquidated damages |
| --- |

### 3.5 Nominated Sub-consultants

*(Details of Nominated Sub-consultants, in accordance with Sub-Clause 1.7.5 of the General Conditions)*

| **No.** | **Description of Sub-consultant Services** | **Name of Nominated Sub-consultant** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |

### 3.6 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** |  |  |  |  |

### 3.7 Key Personnel Requirements

*Refer to Section 9 of Annex 1 - TOR*

| **No.** | **Position description/title** | **Required qualification** | **Area of experience required** | **Years of relevant experience required** |
| --- | --- | --- | --- | --- |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |

### 

### 3.8 Equipment and Machinery Requirements

*(Details of equipment and machinery to be provided by the Consultant)*

| **No.** | **Description of Item (equipment or machinery)** | **Units** | **Remarks** |
| --- | --- | --- | --- |
| **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **6** |  |  |  |
| **7** |  |  |  |
| **8** |  |  |  |

### 

### 3.9 Insurance Requirements

*(Details in accordance with Sub-Clause 9.1 of the General Conditions)*

| **Insurances** | **Additional details on scope of cover** | **Period** | **Limit of Liability** |
| --- | --- | --- | --- |
| **Professional Indemnity Insurance** |  | 10 years | 200,000 USD |
| **Public Liability Insurance** |  | 10 years | 200,000 USD |
| **Workers Compensation Insurance** |  | From the Contract Effective Date until Final Completion of the Services. | ☐ As required by Law or by industry body or trade association |
| **Any other insurance as required by Law or industry body or trade associations** |  |  |  |
| **All risk insurance** |  |  |  |

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