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# SECTION II: EVALUATION METHOD AND CRITERIA

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

**1.** **Preliminary screening of quotations using formal and eligibility criteria:** This includes an assessment of whether quotations comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All quotations substantially compliant at this stage will go through subsequent evaluation as follows.

**2.** **Technical evaluation using qualification criteria:** This determines which quotations are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant quotations. Only quotations meeting or exceeding the qualification criteria shall be considered substantially compliant.

**3.** **Technical evaluation using technical criteria:** This determines each quotation’s technical compliance with the pre-defined technical criteria as identified in the “Technical Criteria” table below. Only quotations meeting or exceeding the technical criteria shall be considered substantially compliant. The technical evaluation shall be completed prior to initiating the financial evaluation.

**4.** **Financial evaluation:** Financial evaluation of the quotations shall only be conducted for the quotations that have been determined to be substantially compliant in the technical evaluation. Quotations qualifying for a financial evaluation shall be checked for any arithmetic errors following Article 28 [*Minor Informalities, Errors or Omissions*]. Schedule 4.1.A [*Bill of Quantities*] shall be used for the financial evaluation. Schedule 4.1.B [*Daywork Schedule*] will not be used for the financial evaluation but will inform the assessment of reasonableness of cost. The lowest priced quotation among the substantially compliant quotations will be selected for award. The technical advantages offered by a higher priced quotation may in certain cases justify selection of a quotation other than the lowest priced. Further, where none of the quotations fully meet the requirement specification, the most technically acceptable quotation can be selected for award.

**5.** **Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the bidder recommended for award, to confirm that the bidder meets the criteria set forth in this RFQ or as appropriate to the nature of the procurement process. UNOPS may reject a bidder's quotation on the basis of the findings. Bidders shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the bidder's premises, equipment, Plant or Materials.

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

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

| 1. **FORMAL AND ELIGIBILITY CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the preliminary screening** | **Documents to establish compliance  with the criteria** |
| 1. The bidder, including each member of the Joint Venture, consortium, or association and/or Subcontractor (as applicable), 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** |
| 1. **Financial capability**   The bidder shall have a minimum annual turnover of US$ 2,000,000 (Two Million US Dollars) in cumulative or any one of the years for all types of projects completed during the past seven (7) years [2017,2018,2019,2020,2021,2022,2023 ]  For JV/Consortium/Association, all Partners combined must meet the criterion | * Copy of audited financial statements for the last [seven (7)] years |
| 1. The bidder has been registered in Lebanon as a Contractor in continuous business during the last seven ***(7) years***.   For JV/Consortium/Association, all Partners shall meet this criterion. | * Certification of incorporation of the bidder |
| 1. The bidder has experience successfully constructing at least one similar project(s) during the last seven (7) years prior to bid opening that must include the following:  * **3.1** Works contracts entailing landscaping activities and construction/rehabilitation of gardens, playgrounds, landscape of parks or open public spaces and their relevant facilities (indoor & outdoor) with a cumulative area of at least 1000 m2 * **3.2** Supply and Installation of Solar PV Projects (On-Grid and/or Off-Grid) that includes the following cumulative sums:   + **a.** Solar PV Projects with a cumulative installed capacity of 300 KWp   + **b.** Energy Storage Projects (Solar, Backup-up, etc…) of cumulative storage capacity of 250 KWh   **3.3 -**The Bidder has experience successfully constructing at least two (2) similar works project (s) during the last seven (7) prior to bid opening that entails concrete works, construction of buildings/concrete structures, and retaining walls.  For JV/Consortium/Association, the combined experience will be considered.  Sales of products are not considered similar projects. | * Schedule 0.4 [*Capacity and Experience*]  (Bidders should fill the experience & capacity Excel sheet named (Schedule 0.4 Capacity and Experience ) , which is available under e- sourcing - the documents tab)  * Schedule 0.7 [*Performance Statement*] * Supporting Documents such as Completion Certificates |
| 1. The Bidder shall have a minimum cumulative contracts’ amounts of US$ 2,000,000 (Two Million US Dollars) calculated as total certified payments received for contracts in progress or completed, within the last seven (7) .Such contracts shall be concerned with the construction/rehabilitation of similar projects as detailed in criteria 3.   For JV/Consortium/Association, the combined experience will be considered. | * Schedule 0.4 [*Capacity and Experience*]  (Bidders should fill the experience & capacity Excel sheet named (Schedule 0.4 Capacity and Experience ) , which is available under e- sourcing - the documents tab)  * Schedule 0.7 [*Performance Statement*] * Supporting Documents such as Completion Certificates |
| 1. The bidder must hire or have in place at least 10% female employees of the company's overall workforce. | ● [Organizational structure showing the female percentage should be submitted ]  ● Schedule 0.5 [Format for Resume of Proposed Key Personnel] |

| **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*] |

| **Parts of the Technical Bid Evaluation: Number and description** | | **Obtainable rating** |
| --- | --- | --- |
|
| **1.** | Proposed methodology, approach and implementation plan | Pass/Fail |
| **2.** | Key personnel proposed  **Bidder confirmation that they will propose and mobilize personnel meeting the minimum qualifications listed under (Part 2: Key personnel proposed & 3.9 Key Personnel Requirements) only if they are selected and recommended for contract award. IMPORTANT NOTE: Details of the key personnel meeting the specified qualifications should be submitted by bidders within eight (8) calendar days of receiving the UNOPS notification. Non-compliance with the UNOPS personnel requirements/non-response will lead to disqualification .** | Pass/Fail |

| **Part 1: 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) |
| **1.1** | The Proposal (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 and technical questionnaire, which indicates the bidder's understanding of these requirements. | * All schedules under Schedule 4 [Contract Schedules from the Bidder] in Section VI: Returnable Schedules * Technical Datasheets for the proposed equipment and products |
| **1.2** | 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 Works within timelines that are consistent with industry practices, the Project requirements and proposed methodology. | * Schedule 4.2 [Programme ] |
| **1.3** | The quotation satisfactorily demonstrates that the requirements for insurance will be met, either through demonstrating that the bidder’s insurances comply with the requirements of the RFQ(if any), or by providing a confirmation letter that the bidder will effect the required insurances as specified under Schedule 3.11 [*Insurance Requirements*], if selected. | * Schedule 4.9 [*Insurance Details and Insurances*] * Confirmation letter (or draft policy) from an insurer stating that the required insurance policies will be provided to the bidder, if selected. |
| **1.4** | The quotation satisfactorily demonstrates that the Health, Safety, Social and Environmental (HSSE) requirements in relation to the Works will be consistently met. | * Schedule 4.3 [*Method Statement*] |
| **1.5** | The bidder’s proposed subcontractors and suppliers, if identified, are proposed to undertake appropriate quantities of Works and have demonstrated the capacity to undertake the work and are located in appropriate locations. | * Schedule 4.6 [*Subcontractors*] |
| **1.6** | 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*] |

**Bidder confirmation that they will propose and mobilize personnel meeting the minimum qualifications listed under (Part 2: Key personnel proposed & 3.9 Key Personnel Requirements) only if they are selected and recommended for contract award. IMPORTANT NOTE: Details of the key personnel meeting the specified qualifications should be submitted by bidders within eight (8) calendar days of receiving the UNOPS notification. Non-compliance with the UNOPS personnel requirements/non-response will lead to disqualification .**

| **Part 2: Key personnel proposed** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **2.1** | The qualifications and experience of Key Personnel proposed meet the established requirements.  Bidders should not propose same personnel for more than one of the below positions:   * Project Manager; * Architect/landscape Architect ; * Civil / Structural Engineer * Electrical Engineer * Energy Engineer; * Mechanical Engineer; * Irrigation Specialist * Senior Civil Works Foreman; * HSSE Officer .   For the below two positions the bidder can propose two different personnel or the same personnel that meet the minimum qualifications to cover the two positions:   * Senior Electrical Works Foreman * Senior Mechanical Works Foreman | **Confirmation letter .**  **Bidder confirmation that they will propose and mobilize personnel meeting the minimum qualifications listed under (Part 2: Key personnel proposed & 3.9 Key Personnel Requirements) only if they are selected and recommended for contract award. IMPORTANT NOTE: Details of the key personnel meeting the specified qualifications should be submitted by bidders within eight (8) calendar days of receiving the UNOPS notification. Non-compliance with the UNOPS personnel requirements/non-response will lead to disqualification .** |

# 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** | **None** |  |
| **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** | **None** |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |
| **5** |  |  |

# SECTION IV: SCHEDULE OF DETAILS

## SCHEDULE 1: CONTRACT DETAILS

### 1.1 Details Provided by the Employer

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **1.1** | Description of parts of the Works that shall be designated a Section for the purposes of the Contract | **Section 1:** Rehabilitation of MUFTI HASSAN KHALED GARDEN - Beirut |
| **1.3** | Employer’s address for communication | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.3** | Agreed system of electronic transmission | ☐ **Email:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ **If others, specify:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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 | \_\_United States Dollars (USD)\_\_\_ |
| **4.2** | Permitted guarantors for Performance Security | ☐ Bank or financial institutions approved by the Employer  ⌧ Bank approved by the Employer |
| **6.1** | Commencement Date | Date of Contract Signature |
| **6.2** | Time for Completion | **For whole of the Works:** 210 Calendar Days or 7 months from the Contract Signature date. |
| **6.5** | Delay Damages | **For Whole of the Works:**  0.03% of the Contract Price per day |
| **6.5** | Aggregate maximum amount of Delay Damages | Ten (10) % of the Contract Price |
| **8.1** | Defects Notification Periods (DNP) | Twelve (12) months |
| **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 | ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_ USD  ⌧ 5 % of the relevant value of the Works completed |
| **10.3** | Rate of advance payment deductions | ⌧ Not applicable |
| **10.5** | Retention Money to be released at taking over of Works or Sections | 100% 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:** USD |
| **10.10** | Proportions of currencies for payment | **Currency 1:** 100% |
| **10.10** | Rate of exchange | \_\_NA\_\_\_\_\_\_\_\_\_\_\_\_ |
| **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)*

| More than three years after the Beirut Port explosion on 4 August 2020, Lebanon is facing a more multifaceted crisis than ever before, corroborating the collapse of Lebanon's political and socio-economic model. This crisis, compounded by the presence of an estimated 1.5 million displaced Syrian refugees and the COVID-19 pandemic, has disproportionately affected the lower-income Lebanese and already vulnerable refugees and migrants struggling to meet their basic needs and access essential services. It also impacts the country’s infrastructure and public institutions.  Aiming at improving the living conditions of the affected population by the Beirut Port blast, UNOPS is currently implementing the project entitled “Sustainable Integrated Municipal Actions (SIMA)” following the Beirut Port Blast. This Project is funded by Germany through Kreditanstalt für Wiederaufbau (KfW), and is fully managed by UNOPS as the direct implementer.  As a part of “Sustainable Integrated Municipal Actions - SIMA”, and based on technical and social assessments, UNOPS selected the intervention rehabilitation of “MUFTI HASSAN KHALED GARDEN”. This intervention aims at enhancing accessibility to safe public spaces, as well as contributing to empowering youth through youth-led activities and programs, engaging the community more broadly and foster social cohesion, increasing the trust between residents and municipalities, and increasing resilience by providing a green and public outlet in the city for child friendly and women-friendly spaces, sports facilities and more.  The Reintegration and redesign of Mufti Hassan Khaled Garden takes part in the urban recovery after the Beirut Port Blast, aiming at improving the living conditions of the affected population, within Beirut and Bourj Hammoud municipalities. Today, this project stands as an opportunity to serve the community, including women, children, elderly and people with disabilities (PWD) by offering an accessible inclusive sustainable public outdoor space that promotes gender equality, resiliency, safety and empowerment, in the dense context of Beirut city.  Refer to Tender Package for more details |
| --- |

### 2.2 Site Plan

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

| The Mufti Hassan Khaled Garden (MHKG) is a neighborhood park, located on Al Rachidine Street in Beirut, that has been closed and fenced for a number of years.    Figure 1: Satellite view of Mufti Hassan Khaled Garden  Location:  <https://maps.app.goo.gl/S4HUSq8fSc2NGsp96> |
| --- |

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

| The site as a whole will be granted access to. Access to the site should be coordinated with Beirut municipality. It is the Contractor’s responsibility to acquire any needed permits and clearances from the municipality and other national authorities as applicable , in coordination with the UNOPS team. |
| --- |

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

| Access to sites should be coordinated with Beirut municipality. It is the contractor’s responsibility to acquire any needed permits and clearances from the municipality and other national authorities as applicable, in coordination with UNOPS team. |
| --- |

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

| N.A |
| --- |

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):**

| Shall be subject to the approval of UNOPS and the Municipality of Beirut. |
| --- |

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

| Please refer to the tender package |
| --- |

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

| Shall be the sole responsibility of the Contractor and at the Contractor’s expenses which are deemed included in the Bidders Price, subject to the approval of UNOPS and the Municipality of Beirut in accordance with the applicable Lebanese Laws. |
| --- |

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

| The Contractor shall take all the necessary measures to protect its goods (whether in warehouses, or those installed on site) as well as its facilities and equipment and shall be fully responsible for any loss or damage that occurs during the Contract period. |
| --- |

1. **Any other Site details:**

| The Contractor should assess the work sequencing in a way where works are taking place in several zones in the garden in parallel, and handing over of each zone is clearly referenced in the Programme to be submitted to allow UNOPS to plan operation activities accordingly. |
| --- |

## 

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security

**ADVANCE PAYMENT SECURITY - N/A**

[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(USD$)] (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. 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 [USD($)] 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:**

| Please refer to the Tender Package |
| --- |

1. **New construction:**

| Please refer to the Tender Package |
| --- |

1. **Renovation:**

| Please refer to the Tender Package |
| --- |

1. **Design:**

| Please refer to the Tender Package |
| --- |

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

| Please refer to the Tender Package |
| --- |

### 3.2 Specifications

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

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

| Please refer to the Tender Package |
| --- |

#### 

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

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

| Please refer to the Tender Package |
| --- |

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

| Please refer to the Tender Package |
| --- |

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

| Please refer to the Tender Package |
| --- |

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:**

| Please refer to the Tender Package |
| --- |

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

| Please refer to the Tender Package |
| --- |

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

| Please refer to the “Minimum health and safety requirements for contractors” and ESMP documents. |
| --- |

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

| A “Quality Assurance Plan” to be provided upon the Signature of the Contract.  The Contractor shall prepare and implement a quality management plan (QMP) to ensure that the Services as stated in the Scope of Services are performed and completed in compliance with the requirements of the Contract.  The QMP shall be specifically prepared for the project specific contractor services and submitted to the UNOPS together with the Programme identified in Sub-Clause 4.2 [Programme].  The Contractor shall carry out an internal review of the QMP regularly and submit the results of such internal reviews to the UNOPS along with any proposed measures to improve and/or rectify the QMP and/or its implementation. Thereafter, whenever the QMP is updated or revised, a copy shall promptly be submitted to UNOPS |
| --- |

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

| Please refer to the Tender Package |
| --- |

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

| Please refer to the Tender Package |
| --- |

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

| All Detailed Design (In case of Design Modifications) shall be subject to the approval of the Project Team, Project Manager, and the UNOPS Infrastructure Project Management Group -IPMG- Design Review (where applicable). |
| --- |

#### 

#### 3.2.C Quality Management System requirements

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

| The Contractor shall submit Quality Assurance Program consisting of the Quality Assurance Manual, Project Quality Assurance Plan. Such program shall be subject to the Engineer’s approval.  The Contractor shall prepare and implement a quality management plan (QMP) to ensure that the Services as stated in the Scope of Services are performed and completed in compliance with the requirements of the Contract.  The QMP shall be specifically prepared for the project specific contractor services and submitted to the UNOPS together with the Programme identified in Sub-Clause 4.2 [Programme].  The Contractor shall carry out an internal review of the QMP regularly and submit the results of such internal reviews to the UNOPS along with any proposed measures to improve and/or rectify the QMP and/or its implementation. Thereafter, whenever the QMP is updated or revised, a copy shall promptly be submitted to UNOPS  Please refer to the “Technical Specifications” document for additional details. |
| --- |

#### 

#### 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)*

| UNOPS endeavors to design and implement infrastructure projects in a manner that ensures that reasonable measures are taken to prevent personal injuries, illnesses and damage to property and to prevent negative impacts on the environment and communities.  The Contractor shall submit to UNOPS the C-ESMP and all relevant HSSE documents which have been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. Thereafter, whenever the Plans are updated or revised, a copy shall promptly be submitted to UNOPS. *Refer to UNOPS Minimum Health and Safety Requirements for Contractors.*  The Contractor is obliged to follow all the health, safety, social and environmental rules and regulations acting in Lebanon and adhere to UNOPS Health, Safety, Social and Environmental Management Policy and requirements as applicable.  The Contractor shall be responsible for the health and safety of its Personnel, including subcontractors.  The Contractor shall take all necessary measures to ensure that all health, safety, social and environmental risks and impacts arising from the work during the lifetime of the project are managed.  **The Contractor(s) shall provide a “chance finds” procedure, if applicable .**  The UNOPS Representative reserves the right to stop the Works, or any parts thereof, due to any unsafe act and or condition until such time the identified non-compliances have been sufficiently addressed. Such stoppages are at the Contractor’s expense. |
| --- |

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#### 3.2.E Sustainability requirements

*(Description of sustainability requirements if any)*

| The Contractor shall give due consideration to:   * UNOPS Sustainability requirements as well as UN Sustainable Development Goals (SDGs); * Gender Equality and Empowerment; and * Environmental Impact |
| --- |

#### 

#### 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** | **N.A** |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Equipment** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
| **Materials** | **1** |  |  |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |

#### 

#### 3.2.G Training r[equirements](#_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: Training Municipal Personnel on the O&M of facilities**   * **Description:**   The Contractor is required to conduct the following training to the Beneficiary’s staff (Municipality of Beirut Staff):  1. Training on Solar Plant Operation and Maintenance of the complete installed system components.  Under this training the Contractor shall provide technical and safety training for the pertinent  facility staff (Engineers, technicians, etc..) on all operational and maintenance aspects for the Plant  including but not limited to:  ● Start-up and shut-down of the solar plant  ● Remote monitoring system and logging system;  ● Inverter functionality, resets and interface;  ● Solar panels cleaning and panel replacement;  ● All protection devices operation and functionality; and  ● Any other necessary discipline.  2. Training on the Operation and Maintenance of the architectural and landscape elements, including  but not limited to the Operation and Maintenance of supplied equipment, facilities,  floorings, marking , trees and shrubs etc...  3. Training on the Operation and Maintenance of the installed mechanical equipment, including but  not limited to the Operation and Maintenance of water pumps and irrigation systems.  4. Introducing the electrical and mechanical installations and system applied on-site to the  beneficiaries.  Training themes and materials to be coordinated with the Employer, as well as the Beneficiary (  Municipality of Beirut) before conducting the training. The number of trainees, training sessions and the training duration shall be agreed upon with the Employer and the Beneficiary ( Municipality of Beirut) . The frequency and the dates on which the training sessions would be performed shall be agreed upon between the Contractor, the Employer and the Beneficiary ( Municipality of Beirut).   * **Details of Trainees: Municipal Employees, Operating NGO staff** * **Training Duration/Dates: To be coordinated with Beirut Municipality and UNOPS team** |
| --- |

| **Training Topic 2**   * Description: Environmental and Social Safeguards Trainings * Details of Trainees: All staff including subcontractors * Training Duration/Dates: Continuously as per the ESMP frequencies * Trainer Requirements: Knowledge in WB Environmental and Social Safeguards/Trained professionals for First Aid, emergency preparedness and defensive driving * Training facilities:N/a * Training materials: N/a |
| --- |

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 is required to develop shop drawings for the approval of UNOPS prior to execution on site.  In the case of a variation order, the Contractor is required to prepare a detailed design for the varied element and in turn acquire UNOPS’ approval on it.  Contractor is required to submit the operation and maintenance manual, as part of the handing over process, as well as spare parts as per technical specifications and BOQ, subject to UNOPS approval.  For additional Details please refer to the Tender Package. |
| --- |

### 3.3 Drawings

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

| Please refer to the Tender Package |
| --- |

### 

### 3.4 Valuation and Payment

| **Sub-Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **9.3** | Provisional Sums items | **Refer to the BOQ** |
| **10.1** | Method of valuation | ☐ Lump sum only  ☐ Measure & pay only  ⌧ Combination of measure & pay and lump sum |
| **10.1** | Installments or Schedule of Payments (in the case of lump sum payments) | 1. **15%** of the Contract Price will be payable upon submittal by the Contractor and approval by UNOPS of the following:  i. Catalog/Data Sheets of the equipment;  ii. All shop drawings (Architectural, Civil, Mechanical, Landscape and Electrical);  iii. Detailed description of the work plan, logistics plan, and implementation schedule;  iv. A letter certifying requirements on warranties and spare parts; and  v. Insurances Policies (Original hard copies and Soft copy)  3. **15%** of the Contract Price will be payable upon satisfactory completion of 15% of the works on site and acceptance of the works by the UNOPS.  4. **15%** of the Contract Price will be payable upon satisfactory completion of 30% of the works on site and acceptance of the works by the UNOPS.  5. **15%** of the Contract Price will be payable upon satisfactory completion of 45% of the works on site and acceptance of the works by the UNOPS.  6. **15%** of the Contract Price will be payable upon satisfactory completion of 60% of the works on site and acceptance of the works by the UNOPS.  7. **15%** of the Contract Price will be payable upon satisfactory completion of 75% of the works on site and acceptance of the works by the UNOPS  8. **10%** of the Contract Price will be payable upon satisfactory completion of 100% of the works, testing and commissioning and training workshops for the end users, As-built drawings, Operation and Maintenance Manuals, and acceptance of the works by UNOPS |
| **10.3** | Timing for submission of Statements | As per work progress |
| **10.3** | Requirements for the submission of Statements | The Contractor shall submit:  - Original copies of the Invoices;  - Statement of Account; and  - Supplementary documents as requested in the ‘Preliminary Implementation Schedule and Terms of Payment”. |
| **10.3** | Payment for Plant and/or Materials delivered to Site | **N.A** |
| **10.3** | Plant and Materials listed for payment when delivered to Site | **N.A** |
| **10.3** | Plant and Materials listed for payment when shipped to the Country | **N.A** |

### 

### 3.5 Programme Requirements

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

| The Programme shall be presented in “MS Projects” Format or equivalent and shall provide the highest level of Work Breakdown Structure of all the activities under the Project along with the details of the deliverables and the major milestones of the Project.  Any necessary re-submittal, subsequent planning update or adjustment should be provided within 5 calendar days from request. Failure to abide by this requirement could result in suspending any due payment under the Contract. The work plan shall be in a form and format suitable to the Engineer, and the Contractor shall be responsible for coordinating any special work plan requirements with the Engineer.  As a minimum, the Programme shall be resource loaded and shall include detailed sections for submittals, procurement and delivery as well as site execution works and snagging.  The Contractor must submit a detailed breakdown planning showing item by item the duration, labours and equipment to be used.  The Contractor shall also submit a weekly schedule of the planned works mentioning the work that will be done in the following week. The Contractor shall also submit a report of the work accomplished during the preceding week all in coordination with UNOPS team.  ***The Project shall be completed within a maximum period of 210 Calendar Days or 7 months from the Contract Signature date.*** |
| --- |

### 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** |  |  |

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### 3.7 Reporting Requirements

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

| Monthly Progress Reports: The Contractor shall submit to the Engineer each month a progress report showing the actual progress of work by identifying activities and works commenced and/or completed during the previous month with progress photographs, activities and works to be carried out during the following month, and the estimated time required to complete all activities and works in relation to the programme of works. Such reports shall be to the satisfaction of the Engineer.  The reports can be monthly reports |
| --- |

### 3.8 Employer's Delegations

| **No.** | **Clause/**  **Sub-Clause No. and title** | **Delegated duties and authorities** | **Designation** | **Remark** |
| --- | --- | --- | --- | --- |
|
| **1** | NA |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
| **6** |  |  |  |  |
| **7** |  |  |  |  |
| **8** |  |  |  |  |
| **9** |  |  |  |  |
| **10** |  |  |  |  |

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### 3.9 Key Personnel Requirements

**Bidder confirmation that they will propose and mobilize personnel meeting the minimum qualifications listed below only if they are selected and recommended for contract award. IMPORTANT NOTE: Details of the key personnel meeting the specified qualifications should be submitted by bidders within eight (8) calendar days of receiving the UNOPS notification. Non-compliance with the UNOPS personnel requirements/non-response will lead to disqualification .**

*(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** | Holder of a university degree in Civil/Structural Engineering or related field. | experience in implementation of construction/infrastructure projects | 10 years |
| **2** | **Architect / Landscape Architect** | Holder of a university degree in Architecture or Landscape Architecture or related field. | experience in Site works related to architecture/landscape architecture | 8 years |
| **3** | **Civil/ Structural Site Engineer** | Holder of a university degree in Civil Engineering or related field. | experience in Civil Site works | 8 years |
| **4** | **Electrical Engineer** | Holder of a university degree in Electrical Engineering or related field. | experience the design and/or installation of electrical systems. | 8 years |
| **5** | **Energy Engineer** | Holder of a university degree in Electrical/Mechanical Engineering or related field. | experience in Solar PV systems design and or installation. | 8 years |
| **6** | **Mechanical Engineer** | Holder of a university degree in Mechanical Engineering or related field. | experience in plumbing, fire and HVAC systems design and installation. | 8 years |
| **7** | **Irrigation Specialist** | Holder of a university degree in Agricultural /Mechanical Engineering or related field | Experience in the design and installation of irrigation systems | 5 years |
| **8** | **Senior Civil Foreman** | N.A | General work experience in Supervising Infrastructure/Construction projects. | 10 years |
| **9** | **Senior Electrical Foreman** | N.A | General work experience in Supervising Infrastructure/Construction projects. | 10 years |
| **10** | **Senior Mechanical Foreman** | N.A | General work experience Supervising Infrastructure/Construction projects. | 10 years |
| **11** | **HSSE Officer** | Holder of a university degree in Electrical/Mechanical/Civil/Environmental Engineering/ or any other related field or a holder of a Certification in the field of HSSE . | experience in HSSE disciplines for Construction/Infrastructure projects. | 5 years |

Bidders should not propose same personnel for more than one of the below positions:

* Project Manager;
* Architect/landscape Architect ;
* Civil / Structural Engineer
* Electrical Engineer
* Energy Engineer;
* Mechanical Engineer;
* Irrigation Specialist
* Senior Civil Works Foreman;
* HSSE Officer .

For the below two positions the bidder can propose two different personnel or the same personnel that meet the minimum qualifications to cover the two positions:

* Senior Electrical Works Foreman
* Senior Mechanical Works Foreman

### 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** | The contractor should have all necessary equipment and machinery required to implement the works safely and in high quality as defined in the scope of work, technical specifications and method statement  The Contractor shall submit a list of needed equipment and machinery required | As might be needed | These can be rented from specialized service providers, however, all equipment shall be certified and tested by an accredited Third Party Laboratory acceptable to the Employer. |

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### 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** | **1. Works: 110% of the contract price, Max. 10% deductible**  **2. Plant & Equipment: 1,000,000USD, Max.10% deductible**  **3. Material: 1,000,000USD, max 10% deductible**  **4. Clearance of work debris: 25,000USD.** | From the Contract Effective Date until Final Completion of the Works. With an extended maintenance period of 12 months. | 1. To be indicated upon Contract Signature  2. 1,000,000USD, max 10% deductible  3. 1,000,000USD, max 10% deductible.  4. 25,000USD No deductible. |
| **Public liability insurance** | **1. Third Party Personal Injury: 100,000USD any one person No deductible.**  **2. Third Party Death/Disability: 100,000USD any one person No deductible.**  **3. Third party Property damage: 250,000USD anyone accident No deductible.** | From the Contract Effective Date until Final Completion of the Works. With an extended maintenance period of 12 months. | 1. 100,000USD any one person No deductible.  2. 100,000USD any one person No deductible.  3. 250,000USD anyone accident Max deductibles of 10,000 USD. |
| **Workers’ compensation insurance** | **1. According to Lebanese Law – Legislative Decree 136/83 dated Sep. 16/1983**  **2. Employer’ Liability per accident: 50,000USD** |  | 1. As required by Law  2. 50,000USD |
| **Insurances required by Laws and by local practice** | **According to the pertinent Lebanese Law** |  |  |
| **Any other insurances** |  |  |  |
| **Professional indemnity insurance**  **(if applicable)** | **Not Applicable** |  |  |

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)