

## SECTION II: EVALUATION METHOD AND CRITERIA

Proposals submitted in response to this RFP shall be evaluated following the cumulative analysis methodology, which consists of the following steps:

- 1. Preliminary screening of proposals using formal and eligibility criteria:** This includes an assessment of whether proposals comply with the formal and eligibility criteria stated in the “Formal and Eligibility Criteria” table below. All proposals substantially compliant at this stage will go through subsequent evaluation as follows.
- 2. Technical evaluation using qualification criteria:** This determines which proposals are substantially compliant to the qualification criteria stated in the “Qualification Criteria” table below, and rejects non-compliant proposals. Only proposals meeting or exceeding the qualification criteria shall be considered substantially compliant.
- 3. Technical evaluation using technical criteria:** This determines the technical points achieved by each proposal, as per maximum points assigned per criteria group included in the “Parts of the Technical Proposal Evaluation” table below. Only proposals that meet the minimum threshold indicated in the “Technical Criteria” table below shall be considered substantially compliant. Evaluation of the technical proposals shall be completed prior to the opening and comparison of the financial proposals.
- 4. Financial evaluation:** Financial proposals will only be opened for the proposals that have achieved the minimum threshold for substantial compliance of technical evaluation. Proposals achieving above the minimum threshold in technical 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 maximum number of points is stated below and will be allocated to the lowest price financial proposal. Financial proposals from other offerors will receive points in reverse proportion according to the following formula:

**Points for the financial proposal being evaluated =**

$$\frac{[\text{Maximum number of points for the financial proposal}] \times [\text{lowest price}]}{[\text{Price of proposal being evaluated}]}$$

- 5. Combined analysis:** This evaluation will be conducted based on the cumulative analysis, analyzing all relevant costs, risks and benefits of each proposal which could be throughout the whole life cycle of the works for which the Services will be required and in the context of the Project as a whole. The cumulative analysis includes the scores from the technical and financial evaluation with a predefined weighting. The proposal obtaining the overall highest score after adding the score of the technical and the financial proposals, is thus the most responsive to the needs of UNOPS in terms of value for money, and will be recommended for award.
- 6. Background check/due diligence:** After completion of the evaluation but prior to the award, UNOPS shall conduct background checks/due diligence on the offeror recommended for award, to confirm that the offeror meets the criteria set forth in this RFP or as appropriate to the nature of the procurement process. UNOPS may reject an offeror’s proposal on the basis of the findings. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the offeror’s premises, equipment, tools and/or systems, Plant or Materials.

The maximum number of points which an offeror may obtain for its proposal is as follows:

- Technical proposal = 60 points

- Financial proposal = 40 points

The weighting of the technical and financial proposals will be 60%–40% (technical proposal percentage – financial proposal percentage).

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

UNOPS evaluation of a proposal 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
<p>1. The offeror, including each member of the Joint Venture, consortium, or association and/or Sub-consultant (as applicable), is eligible as defined in <b>Section I: Instructions to Offerors</b>, Article 4 [<i>Offeror Eligibility</i>].</p> <p><i>In case of a Joint Venture each member must meet this criterion.</i></p>	<ul style="list-style-type: none"> <li>Schedule 0.1 [<i>Proposal Submission Declaration</i>]</li> <li>Schedule 0.2 [<i>Offeror's Information</i>]</li> <li>Schedule 0.3 [<i>Joint Venture Partner Information</i>], all documents as required in the Schedule, in the event that the proposal is submitted by a Joint Venture</li> <li>Schedule 0.12 [<i>Self-disclosure</i>]</li> <li>Schedule 4.6 [<i>Sub-consultants</i>]</li> <li>UNGM supplier ineligibility lists</li> </ul>
<p>2. The proposal is complete, i.e., all documents and technical documentation requested in <b>Section I: Instructions to Offerors</b>, Article 11 [<i>Content of Proposal Submissions</i>] have been provided and are complete.</p> <p><i>In case of a Joint Venture each member must meet this criterion.</i></p>	<ul style="list-style-type: none"> <li>All documentation as requested under <b>Section I: Instructions to Offerors</b>, Article 11 [<i>Content of Proposal Submissions</i>]</li> </ul>
<p>3. The offeror accepts conditions of the Contract as specified in <b>Section III: Conditions of Contract</b>.</p> <p><i>In case of a Joint Venture each member must meet this criterion.</i></p>	<ul style="list-style-type: none"> <li>Schedule 0.1 [<i>Proposal Submission Declaration</i>]</li> </ul>
<p>4. The offeror is incorporated and maintains all required licenses and certifications to operate as required by law in Ukraine. (Bidder must submit relevant registration, certifications and licenses).</p> <p><i>In case of a Joint Venture, for at least one of the members the country of registration and incorporation must be Ukraine, while the</i></p>	<ul style="list-style-type: none"> <li>Copy of state registration or Incorporation certificate or equivalent document.</li> <li>Certification of Registration in the body that governs and regulates the engineering, consulting and/or construction industry in the Country (optional, if available).</li> </ul>

<p><i>other member(s) must be incorporated and maintain all required licenses and certifications to operate as required by law in the country of establishment/incorporation.</i></p>	
<p>5. Bidder employs (or engages in any other legally acceptable form) the Certified Specialists as required to render the Services. Bidders are to submit a declaration where they will be stating that they employ or have a legal relationship with the proposed experts.</p> <p>In case of a Joint Venture each member must meet this criterion.</p>	<ul style="list-style-type: none"><li>• Valid Qualification Certificate for each discipline/key expert as required by local legislation and norms.</li><li>• Declaration of employment or legal professional relationship.</li></ul>

## 2. QUALIFICATION CRITERIA

### Criteria evaluated on a pass/fail basis during the technical evaluation

### Documents to establish compliance with the criteria

#### 1. Financial capability

Financial capability: Offeror should have annual sales turnover of minimum 200 000 USD during at least the **three (3) fiscal years** prior bid opening and should submit a copy of certified financial statements for the last three years (2022, 2023 and 2024).

In case of a Joint Venture all members combined must meet this criterion.

- Copy of audited or certified financial statements for the last three (3) fiscal years

#### 2. Experience

Offeror should be in continuous business of supplying similar services as specified in the Schedule of Requirements (TOR) during the last **three (3) years** prior to Proposal opening.

In case of a Joint Venture each member must meet this criterion.

- Certification of incorporation of the offeror
- Schedule 0.7 [*Performance Statement*]

**3. Experience**

Offeror (and/or its partner as a Joint Venture partner or similar and/or its subcontractor(s) offered for this case) has proven experience in successfully delivering at least similar **five (5) engineering services/works contracts** indicated against a specific lot under *Section V - Requirements, Schedule 3: [Requirements of the Employer]* in any one of the last **three (3) years in Ukraine**.

In case of a Joint Venture at least one of the members must meet the criterion for Ukraine specific experience but each member must meet the experience criterion, i.e. proven experience in successfully delivering at least similar five (5) engineering services/works contracts indicated against a specific lot under Section V - Requirements, Schedule 3: [Requirements of the Employer] in any one of the last three (3) years. In the case of 2 or more JV members that both have proven experience in Ukraine and are established/incorporated in Ukraine, at least one JV member must fulfill the five (5) engineering services/works contracts in any one of the last three (3) years in Ukraine, while the other(s) JV member(s) must have proven experience in successfully delivering at least similar two (2) engineering services/works contracts indicated against a specific lot under Section V - Requirements, Schedule 3: [Requirements of the Employer] in any one of the last three (3) years.

- Schedule 0.4 [*Capacity and Experience*]
- Schedule 0.7 [*Performance Statement*]

### 3. TECHNICAL CRITERIA

#### Criteria evaluated based on a cumulative analysis methodology during the technical evaluation

The maximum number of technical points is detailed in the below technical proposal evaluation parts.

To be substantially compliant, offerors must obtain a minimum threshold of **70%** of total points.

#### Documents to establish compliance with the criteria

In **Section VI: Returnable Schedules**:

- All schedules under Schedule 4 [*Contract Schedules from the Offeror*] except Schedule 4.1.A [*Breakdown of the Fees and Reimbursable cost*], Schedule 4.1.B [*Daily Rate Schedule*] and any other price-related documents
- Schedule 0.5 [*Format for Resume of Proposed Key Personnel*]
- Annex A - Key Experts Matrixes

Parts of the Technical Proposal Evaluation: Number and description		Obtainable points
1.	Offeror's qualification, capacity, expertise and geographical presence	18
2.	Proposed Methodology, Approach and Quality Assurance Mechanisms (incl. Certifications, best industry practices, how offerors performed under SLAs)	16
3.	Key personnel proposed	22
4.	Oral presentations	4
<b>Total technical proposal points</b>		<b>60</b>

**Part 1: Offeror's qualification, capacity, expertise and geographical presence**

No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points (max. obtainable)
1.1	<p>The offeror has the general organizational capability, which is likely to affect implementation: management/organizational structure (max. 2 points), assigned project manager or dedicated focal point for the management of this LTA with UN agencies, bidder's staff capacity to communicate and work effectively with international clients such as UN agencies (max. 2 points), project management controls, extent to which any work would be subcontracted, etc. (2 points).</p> <p><u>Criterion evaluation methodology:</u> bidders should provide a narrative or company profile covering the areas to be evaluated in this criterion. The technical evaluation committee will review and allocate points based on the data, information and details provided by the bidders.</p>	<ul style="list-style-type: none"> <li>• Copy of audited financial statements for the last three (3) years</li> <li>• Schedule 4.5 [Organizational Structure]</li> <li>• Schedule 4.6 [Sub-consultants]</li> <li>• Narrative or Company Profile/Portfolio covering the areas to be evaluated in this criterion</li> </ul>	6
1.2	<p>The offeror has relevant specialized knowledge and experience on delivering the services in Ukraine. Relevance of specialised knowledge in the local context (i.e. infrastructure rehabilitation, humanitarian assistance and development context) and experience on similar engagements done in Ukraine working with the UN and/or International Organizations, NGOs and/or Government entities.</p> <p>Offerors are expected to have carried out a minimum of 5 work assignments in the past 3 years (2022-RFP deadline). The work assignments must meet the above description requirements in terms of context and scope of work and shall be measured either as a call-off order, service contract, etc., or a combination of scope of work, location and disciplines of consultants involved.</p> <p><i>In case of a Joint Venture at least one of the members must meet this criterion in order to obtain the points.</i></p> <p><u>Criterion evaluation methodology:</u> The technical evaluation committee will first review the work assignments carried out by the bidders as stated in their past experience and will allocate points based on the number of successfully completed works. For a higher number of the 5 minimum required work assignments, bidders will obtain points as per below:</p> <ul style="list-style-type: none"> <li>• 5-10 work assignments = 4 points</li> <li>• 11-20 work assignments = 8 points</li> <li>• 20+ work assignments = 10 points</li> </ul>	<ul style="list-style-type: none"> <li>• Schedule 0.4 [Capacity and Experience]</li> <li>• Schedule 0.7 [Performance Statement]</li> </ul> <p><i>Note: In the course of the evaluation process, copies of previous contracts may be requested by UNOPS to confirm relevance of specialized knowledge and previous experience.</i></p>	10

<p>1.3</p>	<p>Offeror's capacity to mobilize as required and expand geographical presence with either an established branch/office or additional resources (team for proposed Lot) stationed in more than 1 Oblast in Ukraine.</p> <p><i>In case of a Joint Venture at least one of the members must meet this criterion in order to obtain the points.</i></p> <p><u>Criterion evaluation methodology:</u> Expanded geographical coverage for the provision of the services and decentralization, are important elements since the Agencies are carrying out works in multiple regions concurrently. For this purpose, firms with presence in more than one region, either by an established branch/office or a team of key experts (per Lot), are of increased relevance to the requirements of this RFP. Bidders shall provide evidence of either an established branch or should declare the additional resources (non core team) location.</p>	<ul style="list-style-type: none"> <li>• Schedule 4.6 [Sub-consultants]</li> <li>• Documentary evidence of either an established branch or Declaration of availability of additional resources (non core team) location</li> </ul>	<p>2</p>
<p><b>Total points for Part 1</b></p>			<p><b>18</b></p>



**Part 2: Proposed Methodology, Approach and Quality Assurance Mechanisms (incl. Certifications, best industry practices, how offerors performed under SLAs)**

No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points (max. obtainable)
2.1	<p>Offeror shall provide a detailed Method Statement (Max 10 pages) which shall address the below areas:</p> <ol style="list-style-type: none"> <li>1. Sets out how it proposes to provide services in a professional and properly structured manner. (4 points)</li> <li>2. Structure of LTA project management, work assignments monitoring and reporting. (4 points)</li> <li>3. Deliverables Quality Management System. (4 points)</li> </ol> <p>The bidder shall include a detailed analysis of the standard quality management methodology used by the firm to ensure services provided to the UN Agencies will maintain consistently high levels of technical accuracy and be appropriate for the context.</p> <p>Quality assurance may include ISO 9001 certification or other globally recognized standards.</p> <p>The bidders' analysis of quality management shall include at a minimum (where applicable):</p> <ul style="list-style-type: none"> <li>• Design Approach</li> <li>• Design Management</li> <li>• Methodology for confirming accuracy of calculations, drawings and other detailed design deliverables</li> <li>• Methodology for confirming coordination across design disciplines (for example, structural drawings and details conform with architectural and electrical drawings and details)</li> <li>• Methodology for assessing design suitability, buildability, functionality and value</li> <li>• Methodology for embedding sustainability and resilience principles into the design process</li> </ul> <ol style="list-style-type: none"> <li>4. Demonstrates their commitment to sustainable and resilient infrastructure, covering, for example: (2 points) <ul style="list-style-type: none"> <li>• Local natural and manmade hazards</li> <li>• Use of local materials, recycled materials and local construction technologies.</li> <li>• Life cycle costs</li> <li>• Durability and design life</li> <li>• Energy reduction, and /or renewable energy provision</li> <li>• Water management</li> <li>• Waste management</li> <li>• Diversity &amp; Inclusion: Bidders must describe the company's plan for implementing gender and inclusion in the execution of the contract.</li> </ul> </li> <li>5. Occupational Health, Safety (HS) Management System (MS).</li> </ol> <p>Bidder shall provide a method statement which shall address the below areas: (2 points)</p>	<ul style="list-style-type: none"> <li>• All schedules under Schedule 4 [<i>Contract Schedules from the Offeror</i>] in <b>Section VI: Returnable Schedules</b> except Schedule 4.1.A [<i>Breakdown of the Fees and Reimbursable cost</i>], Schedule 4.1.B [<i>Daily Rate Schedule</i>] and any other price-related documents</li> <li>• Schedule 4.3 [<i>Method Statement</i>]</li> </ul>	16

<p>How HS aspects are factored into the design requirements (including respective specifications);  Bidder's HS management capacity (HS policy, certifications and HS plan, etc);  A comprehensive past performance declaration form for HS, showing current and previous experiences in similar works.</p> <p><u>Criterion evaluation methodology:</u> The technical evaluation committee will review and allocate points based on the data, information and details provided by the bidders on the above thematic areas of the Method Statement.</p>		
<b>Total points for Part 2</b>		<b>16</b>

**Part 3: Key personnel proposed**

No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Documents to establish compliance with the criteria (not exhaustive)	Points (max. obtainable)
3.1	<p>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.</p> <p>Composition and structure of the team proposed. Bidders shall propose all key experts that meet the criteria of Annex A - Key Profiles Requirements - Team Composition <u>at minimum</u>.</p> <p>Further to this requirement:</p> <p>i) Relevance of personnel's past experience = up to 10 points</p> <p>ii) Relevance of personnel's past experience in projects as described in criterion 1.2 = up to 6 points</p> <p><u>Criterion evaluation methodology:</u> Each proposed expert will receive a maximum score against their stated experience for i) and ii) . The average score of all proposed experts, will be the total points the bidder will obtain for this criterion.</p>	<ul style="list-style-type: none"> <li>Schedule 4.4 [Key Personnel]</li> <li>Schedule 4.5 [Organizational Structure]</li> <li>Annex_A_Key_Experts_matrixes/Tab B</li> </ul>	16
3.2	<p>Scalability/capacity of the bidder to provide more than the minimum required number of the key experts (all profiles), by +100% - %200 of the number required for the Lot of their choice = 4 points</p> <p>Bidders are required to declare the additional key experts of the core team and provide their details and CVs in Annex_A_Key_Experts_matrixes. Only the proposed core team will be evaluated technically and will be allocated the points of criterion 3.1, however the non core team is expected to meet all the minimum criteria for each profile, as stated in Annex_A_Key_Experts_matrixes.</p> <p><u>Criterion evaluation methodology:</u></p> <p>Example: For Lot 2 a core team of 1 Project Manager, 2 Architects, 2 Civil/ Structural Engineers, 1 Mechanical Engineer, 1 Electrical Engineer &amp; 1 Quantity Surveyor/Cost Manager is required.</p> <p>If the bidder is able to provide 2 Project Managers, 4 Architects, 4 Civil/ Structural Engineers, 2 Mechanical Engineers, 2 Electrical Engineers &amp; 2 Quantity Surveyor/Cost Managers (1 core team &amp; 1 non core team), they get 4 points.</p> <p>Scalability/capacity of the bidder to provide more than the minimum required number of the key experts (all</p>	<ul style="list-style-type: none"> <li>Schedule 0.5 [Format for Resume of Proposed Key Personnel]</li> <li>Schedule 4.4 [Key Personnel]</li> <li>Annex_A_Key_Experts_matrixes/Tab B</li> </ul>	6

<p>profiles), by at least +200% of the number required for the Lot of their choice = 6 points</p> <p>Bidders are required to declare the additional key experts of the core team and provide their details and CVs in Annex_A_Key_Experts_matrixes. Only the proposed core team will be evaluated technically and will be allocated the points of criterion 3.1, however the non core team is expected to meet all the minimum criteria for each profile, as stated in Annex_A_Key_Experts_matrixes.</p> <p><u>Criterion evaluation methodology:</u></p> <p>Example: For Lot 2 a core team of 1 Project Manager, 2 Architects, 2 Civil/ Structural Engineers, 1 Mechanical Engineer, 1 Electrical Engineer &amp; 1 Quantity Surveyor/Cost Manager is required.</p> <p>If the bidder is able to provide 3 Project Managers, 6 Architects, 6 Civil/ Structural Engineers, 3 Mechanical Engineers, 3 Electrical Engineers &amp; 3 Quantity Surveyor/Cost Managers (1 core team &amp; 1 non core team), they get 6 points.</p>		
<b>Total points for Part 3</b>		<b>22</b>

#### Part 4: Oral presentations

No.	Criteria evaluated based on a cumulative analysis methodology during the technical evaluation	Points (max. obtainable)
-----	---	--------------------------

### Oral presentation:

All offerors who presented substantially compliant proposals in evaluation Parts 1, 2 and 3 will be required to make an oral presentation either in person or remotely, at the discretion of UNOPS. Information from the oral presentation will also be used as part of the technical evaluation process. UNOPS reserves the right to incorporate elements from oral presentations in the final contract. The oral presentation will not encompass price proposals.

### Oral presentation ground rules:

The selected offerors as specified above must make an oral presentation to the UNOPS evaluation team and participate in a question and answer session. The purpose of the oral presentation and question and answer session is to validate the information provided by the offeror in their proposal and to test the offeror's understanding of the Services that will be performed as per the requirements under the prospective Contract, which will be a factor in the overall technical evaluation of the proposals. All bidders will be asked the same questions. *The questions will aim to:*

- *support the assessment of the implementation plan of each work assignment, including whether the activities are properly sequenced, if these are logical and realistic and if the Service Level Agreement (Annex C) is taken into account in the implementation plan.*
- *bidders describe how they plan to source and retain additional personnel if required.*
- *description of methodology for deploying key experts and other personnel to diverse geographical locations in the country, taking into account travel cost efficiency. Methodology of ensuring efficient allocation of human resources to all projects.*

5.1

4

UNOPS may, moreover, request a demonstration of the tools and/or systems offered, as relevant. Each offeror will be allowed **thirty (30) minutes** to make their oral presentation.

Oral presentations will begin approximately **two (2) weeks** after the receipt of proposals. UNOPS will determine the date and time for each offeror's oral presentation. The UNOPS procurement official will notify offerors of the scheduled date and time, as well as the agenda for their presentation within **one to two (1-2) weeks** of the receipt of proposals. At its sole discretion, UNOPS reserves the right to reschedule any offeror's presentation. Should they be invited, offerors must confirm their availability for that date.

The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise the contract performance. A senior executive from the offeror must be present and must, at a minimum, answer questions directed to them during the question and answer session. Offerors may not use consultants to make the oral presentation. The offeror should be prepared to answer detailed technical questions from UNOPS.

During the presentation, interaction between the evaluation team and the offeror will be limited. The UNOPS procurement official will chair the meeting and ensure compliance with the ground rules. UNOPS will not inform offerors of their strengths, deficiencies or weaknesses during the presentation, and UNOPS will not engage in bargaining during the presentations. The presentation does not constitute discussions or negotiations with offerors.

UNOPS reserves the right to make video or audio recordings of oral presentations for its own internal use. These will not be released or made public, except where required by law.

**Total points for Part 5**
**4**

#### 4. FINANCIAL CRITERIA

**Criteria evaluated only for proposals that have achieved the minimum threshold for substantial compliance of the technical evaluation**

Proposals shall be checked for any arithmetic errors following Article 28 [*Minor Informalities, Errors or Omissions*] and submitted in a separate envelope from the technical evaluation materials.

The maximum number of points is stated below and will be allocated to the lowest price financial proposal.

Financial proposals from other offerors will receive points in reverse proportion according to the following formula:

**Points for the financial proposal being evaluated**  
=

[Maximum number of points for the financial proposal] x [lowest price]

\_\_\_\_\_  
[Price of proposal being evaluated]

**Documents to establish compliance with the criteria**

In **Section VI: Returnable Schedules**:

- Schedule 4.1.A [*Breakdown of the Fees and Reimbursable cost*]
- Schedule 4.1.B [*Daily Rate Schedule*]

## SECTION III: CONDITIONS OF CONTRACT

### INSTRUMENT OF AGREEMENT

- [Consultant Services Contract for Works: Instrument of Agreement](#)

### GENERAL CONDITIONS OF CONTRACT

- [Consultant Services Contract for Works: General Conditions of Contract](#)

### 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	<b>Name: Ukraine</b>
1.4.1	Agreed system of electronic transmission	<input type="checkbox"/> <b>Email:</b> <div></div> <b>X If others, specify:</b> <p>Interested vendors must respond to this tender using the UNOPS eSourcing system, via the UNGM portal. In order to access the full UNOPS tender details, request clarifications on the tender, and submit a vendor response to a tender using the system, vendors need to be registered as UNOPS vendor at the UNGM portal and be logged into UNGM. For guidance on how to register on UNGM and submit responses to UNOPS tenders in the UNOPS eSourcing system, please refer to the user guide and other resources available at: <a href="https://esourcing.unops.org/#/Help/Guides">https://esourcing.unops.org/#/Help/Guides</a></p>
1.4.1	Employer's Address for Communication	Notices and other written communications shall be addressed to, as may be applicable to the Employers Representative and the Contractor's Representative as outlined in the LTA Agreement
2.2	Employer's Representative	<b>Name:</b> <div></div> <b>Address:</b> <div></div> <b>Email address:</b> <div></div> <b>Telephone/Mobile number:</b> <div></div>
3.2.1	Performance Security Amount	<input type="checkbox"/> <div></div> % of the Accepted Contract Amount <b>X Not applicable</b>
3.2	Permitted Guarantors for Performance Security	<input type="checkbox"/> Bank or financial institutions approved by the Employer <input type="checkbox"/> Bank approved by Employer <b>X Not applicable</b>
4.2.1	Commencement Date	The day following the Contract (Call-Off Order/Work Assignment) Effective Date



4.2.4	Liability Period	The Liability Period shall be no less than 5 years or as provided by Law.
4.3.1	Time for Completion	To be determined by the Employer for each particular Call-Off Order/Work Assignment
4.4.5	Delay Damages	<input type="checkbox"/> Amount per day: <input type="text"/> USD <input checked="" type="checkbox"/> 0.5% of the Accepted Contract (Call-Off Order) Amount per day
4.4.6	Aggregate maximum amount of Delay Damages	10% of the Accepted Contract Amount
7.2.2	Annual rate of financing charges for delayed payment	Not applicable
7.3	Currencies of Payment	<b>Currency 1: USD</b>
7.3	Proportions of Currencies	<b>Currency 1: 100%</b>
7.8.2	Advance payment amount	<input type="checkbox"/> <input type="text"/> % of the Accepted Contract Amount <input type="checkbox"/> <input type="text"/> USD <input checked="" type="checkbox"/> Not applicable
7.8.3	Permitted Guarantors for advance payment	<input type="checkbox"/> Bank or financial institution(s) approved by the Employer <input type="checkbox"/> Bank approved by Employer <input checked="" type="checkbox"/> Not applicable
7.8.6	Rate of advance payment deductions	<input type="checkbox"/> <input type="text"/> % of the value of Services completed <input checked="" type="checkbox"/> Not applicable
8.3.1	Limit of Liability	<p>The Consultants' contractual liability to the Employer shall be limited to the Agreed Compensation, to be set out in the Remuneration and Payment clause for each particular Call-Off Order/Work Assignment within the framework of LTA.</p> <p>The Consultants' liability for negligence, errors or missions to the Employer shall be limited to the maximum liability limit under its Professional Indemnity insurance.</p>

## 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)*

To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

### 2.2 Locations Plan

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

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

#### 2. 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):

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

#### 3. Description of access routes, access timing and any access restrictions:

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

#### 4. Description of other surrounding sites and any related interface issues:

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

#### 5. Description of approved location for the Consultant's Location facilities (if any):

Government-controlled Area (GCA)

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

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term

Agreement(s).

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

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

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

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

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

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

## SCHEDULE 5: FORMS

### 5.1 Form for Advance Payment Security - NOT USED

#### 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 - NOT USED

### 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 to 10 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:**

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.

**2. Project Stakeholders:**

Depending on the Project Document and respective Project needs.  
To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine and Service Level Agreement.  
Pertinent details will be determined by the Employer for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine and Service Level Agreement.  
The standards, codes and regulatory requirements the Consultant shall use and comply with in the performance of its obligations under the Contract will be determined by the Employer for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

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

N/A



**7. Health, safety, social and environmental (HSSE) requirements:**

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.  
Any additional HSSE requirements shall be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).

**8. Quality Management System:**

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine and Technical Criteria described herein.

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.

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

As per the attached Terms of Reference for Establishment of multiple Long Term Agreements for the provision of Design & Engineering Support Services in Ukraine.

## 12. 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	Not applicable		
	2			
	3			
	4			
	5			
Services of others	1	Not applicable		
	2			
	3			
	4			
	5			
Equipment	1	Not applicable		
	2			
	3			
	4			
	5			
Facilities	1			
	2			
	3			
	4			
	5			

## 13. Any other details as relevant:

Not applicable

## 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			
2			
3			
4			
5			
6			
7			
8			
9			
10			

### 3.3 Valuation and Payment

*(Based on actuals on monthly basis or based on the following payment schedule  
In accordance with Sub-Clause 7.1 of the General Conditions)*

No.	Milestone	Amount	Target date
1	To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).	<input type="text"/> % of Accepted Contract Amount - to be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).	To be determined for each individual Call-Off Order/Work Assignment within the framework of Long Term Agreement(s).
2			
3			

### 3.4 Programme Requirements

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

As per the Terms of Reference (TOR)

### 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	Not applicable	
2		
3		
4		
5		

### 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 (please use Annex A - Key Experts Matrixes, Tab A. Team Composition for specific requirements)

*(Details of Key Personnel requirements in accordance with Sub-Clause 3.6 of the General Conditions)*

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 - NOT USED

*(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
<b>Professional Indemnity Insurance</b>		Professional Indemnity Insurance to be maintained by the Consultant for at least 5 (five) years after completion of the Services under a specific Call-Off Order/Work Assignment	The limit of liability shall be not less than USD 300,000 for services rendered under a specific Call-Off Order/Work Assignment. The limit of liability of each Call-Off Order/Work Assignment may be revised in line with the scope, complexity and value of the Call-Off Order/Work Assignment.
<b>Public Liability Insurance</b>		Public Liability Insurance to be maintained by the Consultant for the whole period of the Services throughout LTA duration.	Not less than USD 500,000 for the full duration of the project (until completion of the Services).
<b>Workers Compensation Insurance</b>	To be applied for Lots, where field presence of LTA Holders' personnel is required (Lots 1, 2, 4-6).	From the Call-Off Order/Work Assignment Effective Date until Final Completion of the Services.	As required by National Labor Law or by industry body or trade association, but not less than UAH 320,000 per insured person.
<b>Any other insurance as required by Law or industry body or trade associations</b>	Not Applicable	Not Applicable	Not Applicable
<b>All risk insurance</b>	Not Applicable	Not Applicable	Not Applicable