**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:

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

Bidders are allowed to bid for one or more lots and inter-related RFQs under this project. Inter-related RFQs are the ones that are issued under the Community Resilience and Livelihoods Project (CRLP)

In case a bidder is lowest among multiple RFQs (Tenders and Lots) and where a bidder does not meet all qualification and technical criteria for all the RFQs (Tenders and Lots) for which it is lowest priced, UNOPS will award contracts resulting from each of the affected RFQs (Tenders and Lots) in a manner which achieves the best overall value-for-money combination for UNOPS.

Therefore, in situations whereby a bidder has offered the lowest evaluated bid price (i.e. the L1 Bidder) for more than one RFQ (Tenders and Lots), and, at the qualification and technical stages of the evaluation it is determined that the Bidder does not meet some qualification and technical requirements for all the RFQs (Tenders and Lots), UNOPS shall proceed as follows:

(1) An RFQ (Tenders and Lots)-wise price comparison shall be made for the L1 Bidder with the second lowest bid price (i.e. L2 Bidder).

(2) The price difference between the L1 bid and the bid of the L2 Bidder for each RFQ (Tenders and Lots) shall then be calculated.

(3) In order to achieve the highest savings and select the most cost effective combination of multiple bids for the final recommendation of award, the RFQs (Tenders and Lots) where the price differences between the L1 bid and the bid of the L2 Bidder are higher shall be awarded to the L1 Bidder until the combinations of all RFQs (Tenders and Lots) awarded to the L1 Bidder reaches the value that could be awarded to the L1 Bidder taking into account the qualification and technical requirements as stated in the RFQs (Tenders and Lots).

* **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.

| * **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 a subcontractor (as applicable), is eligible as defined in Section I: Instructions to Bidders, Article 4 [Bidder Eligibility].   In case of Joint Venture (JV), each joint venture member must meet the requirement. | * RS 0.1 [Quotation Submission Declaration] * UNGM suppliers ineligibility lists * Bidders information questionnaire * Schedule 0.9 [Self-disclosure] |
| 1. Returnable Schedules, 0.1 Quotation Submission Declaration schedule correctly filled out, signed, and stamped by the bidder. | * RS 0.1 [*Quotation Submission Declaration*] |
| 1. Returnable Schedule 0.5, Form for Bid Securing Declaration has been duly filled, signed, and stamped by the bidder. | * RS 0.5 [*Form for Bid Securing declaration*] |
| 1. Returnable Schedule 4.5 Insurance Details has been duly filled, signed and stamped by the bidder. | * RS 4.5 Insurance |
| 1. The following returnables have been duly filled, signed and stamped by the bidder:  * Returnable Schedule: 0.3 Capacity, Experience, Work in Hand and Works Completed, * Returnable Schedule 0.4 Performance Statement Form, * Returnable Schedule 4: 4.1 Quantities and Rates, * Returnable Schedule 4.2 Method Statement, Work Plan * Returnable Schedule 4.3 Contractor's Equipment and Machinery, * Returnable Schedule 4.4 Proposed Project Team, * Returnable Schedule 4.6 Work Management System. | * All RS: 0.3, 0.4, 4.1, 4.2, 4.3, 4.4, 4.6 |
| 1. The following returnables have been duly filled, signed and stamped by the bidder:  * Returnable Schedule: 0.2 Joint Venture / Consortium / Association Information Form, * Returnable Schedule 0.6 Dispute Details, * Returnable Schedule 0.7 Acknowledgement of the Addenda. * Returnable Schedule 0.8 Bidder's Information * Returnable Schedule 0.9 [Self-disclosure] * Returnable Schedule 1: Contract details (1.2 Details Provided by the Contractor), * Returnable Schedule 4.2 Method Statement, Quality Management Plan   To be checked by UNOPS and clarified, if necessary. | * RS: 0.2, 0.6, 0.7, 0.8, 0.9, 1.2, 4.2 |

| **2. QUALIFICATION CRITERIA** | |
| --- | --- |
| **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with  the criteria** |
| 1. **Company registration:**   Bidder possesses valid license to operate in construction industries in Afghanistan.  In case of Joint Venture (JV), each joint venture member must meet the requirement. ( Check and clarify) | * Bidder to submit a copy of a valid Certification of incorporation or business license. |
| 1. **Previous experience:**   Bidders should have successfully completed at least one (1) similar works as described in the RFQ Section V: Requirements as a prime contractor within Afghanistan from 2015 to the bid opening date.  In case of Joint Venture (JV), all joint venture members combined must meet it. | * Returnable Schedule 0.4 Performance Statement * Returnable Schedule 0.3.1 – Previous Similar Construction Experience   Bidder to submit documentary evidence to demonstrate successful completion of the project. The document may include work award order, completion certificate and copy of contract.  Please note UNOPS reserve the right to conduct additional due diligence. |
| 1. **Financial capability - Liquidity:**   The bidder shall have sufficient liquidity for the implementation of the sub-project of not less than **USD 20,000 per lot.**  In case a bidder submits bids for more than one Lot the requirement shall be cumulative for the number of lots submitted.  In case of Joint Venture (JV), all joint venture members combined must meet it;  Note: Bidders with previous awards or contracts under the same project within 2 calendar months from the bid opening date or under review and recommendation for ongoing tenders (closed but not completed) will be considered for the purpose of the cumulative calculation based on the individual tender requirements | Sufficient liquidity can be demonstrated by  (i) Certified Bank Balance. The bank statement must be not older than 60 days from the bid closing deadline.  (ii) Credit facility from a Commercial Bank. The bank letter confirming the availability of line of credit must be specific for this RFQ. |
|
| 1. **Financial capability -**  Annual Turnover:   Annual Turnover: The annual turnover of the company in any one of the last five [5] years (2019 to 2023) shall be at least **USD 100,000** per lot.  In case a bidder submits bids for more than one Lots, the requirement shall be cumulative for the number of lots submitted.  In case of Joint Venture (JV), all joint venture members combined must meet it. | * RS 0.3.2 - Annual Turnover   Bidder to submit an Audited Financial Statement within the last 5 years (2019 to 2023) to demonstrate the annual turnover.  The bidders are required to submit an Audited Financial Statement, certified by a registered Audit Firm. |
| 1. **Capacity to undertake this contract within current workload:** The Cumulative Work Capability [CWC] of the Bidder shall be at least **USD 50,000** per lot.   The CWC is calculated as follows: (Cumulative work capability) = (Highest annual turnover in any one of the last five [5] years) (2019 to 2023) – (current commitments).  In case a bidder submits bids for more than one lot, this requirement shall be cumulative.  In case of Joint Venture (JV), all joint venture members combined must meet it;  **Please note:**  The current commitment includes the value of all the works at hand (RS 0.3.3) and ongoing contracts / awards, awarded within 2 calendar **months** from the bid opening date and cases under (review and) recommendation for ongoing tenders (closed but not completed) under this project. | * RS 0.3.2 - Annual Turnover * RS 0.3.3 - Current Contract Commitments   Bidder to submit RS 0.3.2 - Annual Turnover with any 1 Audited Financial Statement within the last 5 years (2019 to 2023) to demonstrate the annual turnover. The bidders are required to submit an Audited Financial Statement, certified by a registered Audit Firm.  Bidders are required to submit RS 0.3.3 - Current Contract Commitments and RS 0.3.2 - Annual Turnover with Audited Financial Statement within the last 6 years to demonstrate the annual turnover. The bidders are required to submit an Audited Financial Statement, certified by a registered Audit Firm. |
|  |  |

| **3. TECHNICAL CRITERIA** | | |
| --- | --- | --- |
| **No.** | **Criteria evaluated on a pass/fail basis during the technical evaluation** | **Documents to establish compliance with the criteria** (not exhaustive) |
| **1** | Quality Management Plan  The bidders are required to fill and submit the 4.2.1 Annex 10 - Quality Management Plan\_per lot (ALL) as an agreement to comply with the Quality Management Plan  Bidder to submit each quality control plan for each Lot (all) | * RS4.2 [Method Statement] * Schedule 4.2.1 Annex 10 - Quality Management Plan\_per lot (ALL)   Bidder to fill and submit with their quotation. |
| **2** | **Work Plan:**  The bidder is required to submit a detailed work plan (program of works) for the execution of the project in accordance with the time frame provided in the RS 4.2 Method Statement per lot.  The program of works shall be submitted in soft copy and hard copy prepared using MS Project or form of a Gantt Chart or any other software to complete the works from the contract signature.   | **Lot#** | **Description** | **Duration (Calendar Days)** | | --- | --- | --- | | 1 | Construction of Sultan Mahmood Ghaznawi plum concrete surface streets with a total length of 900m in CDC #6 & #7 of District #9 of Herat city, | 120 | | 2 | Upgrading of footpath of right side of Hashemi main road with a total length of 1353m in District #9 of Herat city, | 120 |   **Please Note:**  The works for each lot will be done independent of each other and therefore bidders need to submit separate work plans for each lot submitted. | * Work Plan in the form of MS Project or form of a Gantt Chart) or any other software * RS4.2 [*Method Statement*] |
| **3** | **Contractor's Machinery and Equipment**  The proposed equipment meets the established requirements in Schedules 4.3 Contractor's Machinery and Equipment;  Evaluation will be done per lot and In case a bidder submits bids for more than one lot, this requirement shall be cumulative. | * RS 4.3 Contractor's Machinery and Equipment   The bidder shall demonstrate adequate ownership/lease/hire of equipment and machinery as specified in Schedule Contractor's Machinery and Equipment |
| **4** | 3. Returnable Schedule 4.4- Project Proposed Team:  The qualifications and experience of Key Personnel proposed meet the established requirements in the RS 4.4.1 Contractor Project Team. Bidder to submit CVs and educational certificates for ALL the key staff to establish requirements.  Please note:  If a bidder has a current contract or is under recommendation for any of the ongoing tenders under this project, the team submitted will be considered in terms of cumulative awards. | * RS 4.4.1 Contractor Project Team * RS 4.4.2 "Resume Form for Key Personnel" shall be used to provide the details of each proposed key personnel.   Bidder to submit CVs and educational certificates for ALL the key staff to establish requirements. |
| **5** | Works Management System:  Bidders are required to review the annexes under RS 4.6, stamp, sign and re-submit with the returnable 4.6 as part of their quotation to indicate agreement to use them and be part of Contractor’s obligations should the company be awarded  Bidder to submit 1 Works Management System for each lot (all) | * Returnable Schedule (RS) 4.6 * Annex 3 (Sub-project Simplified ESMP) * Annex 4 (Examples for Contractual Clauses for Contractors) * Annex 5 (Simplified Labor Management Procedures) * Annex 6 (Links for safeguard documents & toolbox talks) * Annex 7 (Gender Action Plan). |

**SECTION III: CONDITIONS OF CONTRACT**

**INSTRUMENT OF AGREEMENT**

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

**GENERAL CONDITIONS OF CONTRACT**

* [Construction Contract for Minor Works: General Conditions of Contract](https://content.unops.org/service-Line-Documents/Infrastructure/Construction-Contract-for-Minor-Works-General-Conditions-of-Contract_EN_2024.pdf)

**PARTICULAR CONDITIONS OF CONTRACT**

**Part 1: Amended Clauses**

The General Conditions are amended in the following manner (if nothing is stated, then no amended conditions apply):

| **No.** | **Clause/Sub-Clause No. and Title** | **Amended General Condition** |
| --- | --- | --- |
| **1** | General Condition of Contract, Clause 7 Measurement and Valuation | Add: Sub-Clause 7.1  In case of substandard or low quality done works items that don’t affect the structural capacity/sustainability and safe use of service, the Employer may reach to a conclusion with the contractor with a lower unit cost than original BOQ (if deemed necessary considering the project nature and urgency of works), the employer can accept the work and the contractor will submit its payment statement with a lower unit cost for further processing. |
| **2** | General Condition of Contract,Clause 3 Communications | Add: Sub-Clause 3.1  No approval, comment, consent, No-objection, Review or similar act (including the absence of disapproval, comment or Review) by or on behalf of the Employer, the Employer's Representative/Engineer shall relieve the Contractor from any of its warranties, obligations or liabilities under or in connection with the Contract. |
| **3** | General Condition of Contract, Clause 17 Contractor’s Obligations | Add Sub-Clause 17.1   1. The Contractor shall furnish required shopdrawings/narratives/analysis (to the extent specified in the Contract) and execute the Works: 2. properly and in accordance with the Contract and all applicable Laws; 3. exercising the standard of skill, care and diligence reasonably to be expected of an appropriately qualified contractor experienced in carrying out such work for projects of a similar type, nature and complexity to the Works; 4. acting in accordance with Industry Best Practices; 5. with properly equipped facilities and new, good quality and non-hazardous materials and machineries, and where qualities of materials, machinery and workmanship are not specified, they shall be fit for the purposes for which they are intended; 6. in compliance with any requirements in relation to access; and 7. in such a way as to ensure the full, efficient, economic and safe commercial operation of the Works are completed with the minimum interruption for maintenance or repair. 8. The Contractor shall provide the machineries (and spare parts, if any), and all Contractor’s Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required to fulfill the Contractor’s obligations under the Contract. 9. All approved materials on Site intended to be incorporated as part of the Permanent Works are deemed to be the property of the Employer. 10. The Contractor shall be responsible for all aspects of Site management and superintendence, the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor shall be responsible for all Contractor's Documents, and such design of each item materials as is required for the item to be in accordance with the Contract. 11. The Contractor shall, in a form acceptable to the Employer’s Representative, provide the Employer’s Representative/Engineer with monthly, or more frequently on request by the Employer’s Representative/Engineer, progress reports in relation to the Works and any health, safety, social and environmental aspects in connection with the Works. 12. the Contractor shall submit to the Employer’s Representative/Engineer as-built drawings/records in accordance with the Specification and in sufficient detail for the Employer. |
| **4** | General Condition of Contract, Clause 19 Suspension and Termination | **Replace the entire Clause 19 [Suspension and Termination] with:**  **19.1 Suspension by Employer**   1. The Employer’s Representative may, at any time, instruct the Contractor through a notice to suspend progress of part or all of the Works and, in its sole and absolute discretion or force majeure, notify the Contractor of the cause for the suspension and the date it comes into effect. 2. If the Contractor receives a Notice of suspension under this Sub-Clause 19.1, it shall immediately suspend the progress of the Works (or relevant part of the Works) until such time as the Employer or the Employer’s Representative gives a Notice to the Contractor to resume progress of the Works or those parts of the Works which have been suspended. 3. If the Suspension under this Sub-Clause 19.1 continues for more than ninety (90) consecutive days, the Contractor may give a Notice to the Employer requesting permission to resume the suspended Works. If the Employer does not give a Notice of resumption of Work within fourteen (14) days after receiving the Contractor’s Notice for permission to resume, the Contractor may, by giving a second Notice to the Employer, treat the suspension as an omission of the affected parts of the Works. 4. If the suspension affects the whole of the Works, the Contractor may give a Notice in accordance with Sub-Clause 19.5 [Termination by Contractor].   **19.2 Suspension by Contractor**   1. If the Employer fails to pay the Contractor the amount which the Employer Representative fairly considers to be due to the Contractor under Clause 9 [Payment] within the period stated in the Contract, the Contractor may, by giving twenty-eight (28) days’ Notice to the Employer under this Sub-Clause 19.2, suspend work. 2. The Contractor may not suspend the work for any other reason. 3. If the Employer suffers delay and/or incurs financial loss from complying with a Contractor's failure under Sub-Clause 19.2b, the Employer will apply the procedure stated Sub-Clause 19.4.2 [Termination by Contractor Default].   **19.3 Consequence of a Suspension**   1. If the Contractor suffers delay and/or incurs Cost from complying with an Employer’s instruction under Sub-Clause 19.1 [Suspension by Employer] and/or from resuming the work, the Contractor shall give Notice to the Employer and shall be entitled subject to Clause 20 [Claims] to an extension of time and/or payment of such Cost. 2. During such Suspension, the Contractor shall protect, store and secure the Works (or relevant part of the Works) against any deterioration, loss or damage. 3. The Contractor shall not be entitled to an extension of time, or to payment of the Cost incurred, in respect of making good: 4. of any defect, deterioration or damage caused by the Contractor’s faulty, workmanship, machinery or materials; 5. any deterioration, loss or damage caused by the Contractor’s failure to protect, store or secure the Works in accordance with Sub-Clause 19.1 [Suspension by Employer]; and/or 6. if the suspension is due to breach of the Contract by the Contractor or Contractor’s Personnel. 7. After the permission or instruction to proceed is given, the Parties shall jointly examine the Works affected by the Suspension. The Contractor shall make good any deterioration or defect or loss of the Works which has occurred during the suspension.   **19.4 Termination by Employer**  **19.4.1 Notice to Correct**   1. If the Contractor fails to carry out any obligations under the Contract, the Employer’s Representative may, by giving a Notice to Correct, require the Contractor to make good the failure and to remedy it within the specified time. 2. The Notice to Correct shall: 3. describe the Contractor’s failure; 4. state the Sub-Clause and/or provisions of the Contract under which the Contractor has the obligation; and 5. specify a reasonable time within which the Contractor shall remedy the failure. 6. No later than seven (7) days after receiving the Notice to Correct, the Contractor shall respond by giving a Notice to the Employer’s Representative and describing the measures the Contractor will take to remedy the failure within the specified time in the Notice to Correct. 7. The time specified in the Notice to Correct shall not give rise to an extension of time.   **19.4.2 Termination for Contractor’s Default**   1. The Employer shall be entitled to give a Notice to the Contractor of its intention to terminate the Contract if the Contractor: 2. has not taken all practicable steps to remedy the default within the time specified in the Notice to Correct under this Sub-Clause [Notice to Correct] and such failure constitutes a material breach of the Contractor’s obligations under the Contract; 3. abandons the Works or otherwise demonstrates an intention not to continue performance of the Contractor’s obligations under the Contract; 4. fails to proceed with the Works expeditiously in accordance with Clause 4 [Access to Site]; 5. fails to comply with Sub-Clause 14 [Performance Security and Retention] if applicable; 6. fails to comply with its obligations under Clause 16 [Insurance]; or 7. is otherwise in material breach of the Contract. 8. Unless the Contractor complies with the Notice of intention to terminate the Contract given under Sub-Clause 19.4.2 a) and remedies the matter within fourteen (14) days of receiving the Notice, the Employer may immediately terminate the Contract by Notice of termination. The date of termination shall be the date the Contractor receives this Notice of termination. 9. In the case of Sub-Clause 19.4.2 c) 1) to 4), the Employer shall be entitled to terminate the Contract immediately by Notice of termination, without the Notice of intent to terminate, if the Contractor: 10. is declared insolvent under any applicable Laws; 11. is in breach of Clauses 17 [Contractor’s Obligations]; 12. submits a security, insurance, certificate, statement, test result or any other documents the Contractor is required to submit under the Contract that is false or intentionally misleading; or 13. subcontracts the whole, or any part of, the Works in breach of Additional Clause 27 [Subcontracting]. 14. After termination of the Contract under this Sub-Clause 19.4.2, the Contractor shall: 15. comply immediately with any reasonable instructions included in the Notice given by the Employer under this Sub-Clause 19.4.2 for the protection of life or property or for the safety of the Works; 16. deliver to the Employer any Goods which the Employer or the Employer’s Representative instructs, in writing, is to be used for the completion of the Works and all Contractor’s Documents and design documents made by or for the Contractor; and 17. demobilize and leave the Site in a clean and safe condition and, if the Contractor does not do so, the Employer shall have the right to restrict the Contractor’s access to the Site. 18. After termination under this Sub-Clause 19.4.2, the Employer may complete the Works and/or arrange for any other entities to do so.   **19.4.3 Valuation and Payment after Termination**   1. After termination of the Contract under Sub-Clause 19.4.2 [Termination for Contractor’s Default] the Employer’s Representative shall proceed and agree or determine the value of the Works, Machinery and Contractor’s Documents and any other sums due to the Contractor for the work completed in accordance with the Contract. 2. The valuation shall include any additions and/or deductions, and the balance due (if any). 3. The rates in the Contract will be used as the basis for valuation after termination. 4. The Employer may withhold any payments due to the Contractor until all the costs, losses and damages (if any) incurred by the Employer have been established. 5. The Employer shall be entitled to payment by the Contractor of: 6. the additional costs of execution of the works and all other costs reasonably incurred by the Employer; 7. any losses and damages suffered by the Employer in completing the Works; 8. Delay Damages if the Contract is terminated after the Time for Completion under Sub-Clause 19.4.2 [Termination for Contractor’s Default]; and 9. repayment of outstanding advance payment if any.   **19.4.4 Termination for Employer’s Convenience**   1. The Employer may in its absolute discretion terminate the Contract for convenience, at any time, by giving a Notice of such termination to the Contractor. 2. The termination under this Sub-Clause 19.4.4 shall take effect twenty-eight (28) days after the Contractor receives the Notice. 3. The Employer shall then return the Performance Security to the Contractor within twenty-one (21) days after the termination takes effect.   **19.4.5 Valuation and Payment after Termination for Employer’s Convenience**   1. After termination under Sub-Clause 19.4.4 [Termination for Employer’s Convenience], the Contractor shall, as soon as practicable, submit detailed supporting particulars (as reasonably required by the Employer’s Representative) of: 2. the value of work done, which shall include the matters described for Termination and Payment; and 3. the amount of any losses and damages suffered by the Contractor as a result of this termination. 4. The Employer’s Representative shall then proceed accordingly.   **19.5 Termination by Contractor**   1. The Contractor may give Notice (referring to this Sub-Clause 19.5 and stating the default) to the Employer of the Contractor's intention to terminate the Contract if: 2. the Employer has not remedied the default under Sub-Clause 19.2 [Suspension by Contractor] within twenty-one (21) days after the Contractor’s suspension of the Works; and/or 3. a prolonged suspension (if the suspension continues for more than ninety (90) consecutive days) of part of the Works affects the whole of the Works as described in Sub-Clause 19.1 [Suspension by Employer]. 4. Unless the Employer remedies the matter described in a Notice issued under Sub-Clause 19.5 (a) within twenty-eight (28) days of receiving the Notice, the Contractor may immediately terminate the Contract by giving a second Notice to the Employer. 5. The date of termination shall then be the date the Employer receives this second Notice.   **19.6 Payment after Termination by the Contractor**   1. After termination under Sub-Clause 19.5 [Termination by Contractor], the Employer shall pay the Contractor according to the procedure stated in Sub-Clause 19.4.3.   **19.7 Action after Termination**  Upon termination of the Contract, the Contractor shall cease the execution of the Works and shall proceed to demobilization and handing over of the Works and related information, documents and materials to the Employer for which it has received payment. |
| **5** | General Condition of Contract, Clause 10 Extension of Time | **Replace Clause 10 [Extension of Time] as follows:**   1. The Contractor is entitled to an extension to the Time for Completion if the execution of the Works is delayed or disrupted by:    1. Subject to clause 32.1 a “Force Majeure” Event,    2. an act, omission or breach by the Employer or its agents,    3. or by any Variation except where that Variation is caused by the Contractor’s failure, act, omission or breach. 2. The Contractor shall notify the Employer’s Representative as soon as practicable and in writing no later than seven (7) days after the Contractor becomes aware of any event or circumstance which may delay or disrupt the execution of Works in accordance with the programme and Contract. |

**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** | Clause 27 Subcontracting | 1. Subcontracting shall not be allowed. Supply of materials and rent of equipment and machinery for the implementation of works shall not be considered as subcontracting. 2. If Contractor subcontracts the whole or part of the project works, the UNOPS may terminate the contract by contractor default stated in Sub-Clause 19.4.2 [Termination for Contractor’s Default] of particular conditions. |
| **2** | Clause 28 Non-payment by Contractor | 1. If the Employer becomes aware that the Contractor has failed to pay any Labor(s), Supplier(s) or the Contractor’s Personnel in accordance with this Contract, the Employer may give the Contractor a Notice to Correct requesting the Contractor to either pay the dues or submit reasonable documentary evidence: 2. that the Labor(s), Supplier(s) or the Contractor’s Personnel have received all amounts due; or 3. that satisfies the Employer that the Contractor is reasonably entitled to withhold or refuse payment to the supplier(s) or Contractor's Personnel. 4. The Employer may in its absolute discretion, pay directly those Labor(s), Contractor’s Personnel, and Supplier(s) the amount the Employer determines as due and for which the Contractor has failed to submit the evidence described in Clause 28 [Non-payment by Contractor]. Thereafter, the Employer shall give a Notice to the Contractor stating the amount paid directly, and accordingly recover any such amount paid as a debt due from the Contractor to the Employer. 5. The Employer will request the Contractor to include in its Statement under Clause 9 [Payment] confirmation of payments due to its Labor(s), Supplier(s) or the Contractor’s Personnel as per the payment schedule included in the agreement between the Contractor and its Labor(s), Supplier(s) or the Contractor’s Personnel. |
| **3** | Clause 29 Contractor’s Personnel | 1. The Contractor's Personnel (including Key Personnel) shall be appropriately qualified, skilled and experienced in their respective trades or occupations. 2. The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel (and their respective labor, employees and agents). 3. The Employer may require the Contractor to remove (or cause to be removed) any person employed by the Contractor on the Site or Works, including the Contractor's Representative and Key Personnel who in the opinion of the Employer or Employer’s Representative: 4. persists in any misconduct or lack of care; 5. is incompetent or negligent in their duties; 6. fails to conform with any provisions of the Contract; 7. persists in any conduct which is prejudicial to health, safety, and/or the protection of the environment; 8. is found, based on reasonable evidence, to have engaged in Proscribed Practices; and/or 9. has been recruited from the Employer’s Personnel in breach of this Clause (b). 10. Where Clause (c) applies, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person for each person so removed. 11. The Contractor shall not, without the Employer’s Representative’s prior consent revoke the appointment of any of the Key Personnel, or appoint a replacement. 12. In case of key personnel replacement with the consent of Employer, the contractor shall officially inform the employer for the key personnel replacement according to the contract requirements. 13. The Employer shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the Contractor’s Personnel. 14. The Contractor shall inform the Contractor’s Personnel regarding the procedures to be followed and the standards to be complied with under this Contract. |
| **4** | Clause 30 Contractor’s Quality Management Plan | 1. The Contractor shall properly fill/modify and implement the generic Quality Management Plan (QMP) to demonstrate compliance with the requirements of the Contract. The QMP shall be specifically filled/modified for the Works and resubmitted to the Employer’s Representative within 7 days after the Commencement Date or issuance of right of access to the site. 2. The Contractor shall carry out an internal review of the QMP regularly and submit the results of such internal reviews to the Employer’s Representative along with any proposed measures to improve and/or rectify the Quality Management System (QMS) and/or its implementation. Thereafter, whenever the QMP is updated or revised, a copy shall promptly be submitted to the Employers Engineer. 3. As stated in the QMP and Technical Specification, the contractor is responsible to conduct all required site/lab testing for construction materials through a third party laboratory in accordance with the requirements stated in the technical specification and fulfillment of project requirements. |
| **5** | Clause 31 Contractor’s Care of the Works | 1. Unless the Contract is terminated, the Contractor shall take full responsibility for the care of the Works, Goods and Contractor’s Documents from the Commencement Date until the issue of the Taking-Over Certificate for the Works under Clause 13 [Final Completion], at which time responsibility for the care of the Works (or any Section or part of the Works as the case may be) shall pass to the Community. 2. If any loss or damage occurs to the Works, Goods or Contractor’s Documents, during the period when the Contractor is responsible for their care, from any cause, the Contractor shall rectify the loss or damage at the Contractor’s risk and cost, so that the Works, Goods and Contractor’s Documents conform with the Contract. |
| **6** | Clause 32 Force Majeure | **Sub-Clause 32.1 Notice of Force Majeure**   1. “Force Majeure” means an exceptional event or circumstance occurring after the Contract Effective Date:   (i) which is beyond the Party's control;  (ii) which is Unforeseeable and/or such Party could not reasonably have provided against before the Contract Effective Date;  (iii) which, having arisen, the Party could not reasonably have avoided or overcome;  (iv) which is not substantially attributable to the other Party, and  (v) which falls into one or more of the following categories:   * war (whether war be declared or not), invasion or act of foreign enemies within the Country; * rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country; * munitions of war, ionizing radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radioactivity; * in-country epidemic or pandemic declared by health Authorities; * measures and/or actions taken by Authorities, which prevent the execution of Works under the Contract. Such measures and/or actions do not constitute a Force Majeure event if the Authority's action is due to the Contractor’s failure to comply with applicable Laws, regulations or procedures; or * earthquake, hurricane, typhoon, tsunami, volcanic activity, fire or other natural disaster that is outside the normal range for that place at that time of year, but excluding any other weather conditions which should reasonably have been foreseen by the Party claiming Force Majeure and which were not exceptionally adverse.  1. The Contractor acknowledges and agrees that, with respect to any of its obligations under the Contract, the Contractor will be performing such obligations in areas in which the United Nations, including the Employer, is engaged in, preparing to engage in, or disengaging from peacekeeping, humanitarian or disaster recovery or similar operations and any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, shall not, in and of itself, constitute a Force Majeure event, unless the conditions set out in Definitions for Force Majeure are satisfied. 2. If a Party is or will be prevented from performing any of its obligations under the Contract by, or due to, a Force Majeure ("Affected Party"), then the Affected Party shall give a Notice to the other Party of the event or circumstances constituting the Force Majeure stated in Clause 10 [Extension of Time] and shall specify the obligations, the performance of which is or will be prevented. 3. The Notice shall be given as soon as practicable after the Affected Party became aware, or should have become aware acting in accordance with Industry Best Practices, of the relevant event or circumstance constituting Force Majeure. If it is not possible to give such Notice strictly by reason of the event of Force Majeure, the Notice shall be given three (3) days after the resumption of any means of providing Notice between the Parties. 4. The Affected Party shall, having given a Notice, be excused from performance of such obligations for so long as such Force Majeure prevents it from performing them. 5. Notwithstanding any other provision of Force Majeure, a Force Majeure shall not relieve any Party from an obligation which arose before the occurrence of that event, including the care of the Works prior to the issuance of a Taking-Over Certificate.   **Sub-Clause 32.2 Consequences of Force Majeure**   1. If the Contractor is prevented from performing any of its obligations under the Contract by Force Majeure of which a Notice has been issued under Clause 32.1 [Notice of Force Majeure], and the Works are delayed and/or suspended by reason of such Force Majeure, the Contractor shall be entitled subject to Clause 20 [Claims] to an extension of time, if the Time for Completion is or will be delayed, under Clause 10 [Extension of Time]. 2. After receiving the Notice under Clause 32.1 [Notice of Force Majeure] and subject to Clause 20 [Claims], the Employer shall proceed to agree or determine the matters contained in such Notice. 3. Without prejudice to the Contractor's rights, the Contractor shall not be entitled to reimbursement of any additional Cost incurred and/or any corresponding adjustment to the Contract Price resulting from Force Majeure. 4. For the avoidance of doubt, if the Contractor is instructed by the Employer’s Representative to implement mitigation measures related to Force Majeure, these shall be deemed to have been given Clause 8 [Variations]. |
| **7** | Clause 33 Duties and taxes | 1. UNOPS as a UN subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All offers shall be submitted net of any direct taxes and customs duties for the imported items. Indirect taxes, such as BRT, Income Tax payable by the Contractor's staff, personnel, consultants and subcontractors, if any, shall be incorporated in their all-inclusive rates and prices. |

**SECTION IV: SCHEDULE OF DETAILS**

**SCHEDULE 1: CONTRACT DETAILS**

**1.1 Details Provided by the Employer**

| **Clause No.** | **Description** | **Details** |
| --- | --- | --- |
| **2** | Employer's Representative | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **3** | Employer’s address for communication | **Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Position title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Email address:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Telephone/Mobile number:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **5** | Contract Price | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **6** | Time for Completion | **Bidder to complete the works per the:**   | **Lot#** | **Description** | **Duration (Calendar Days)** | | --- | --- | --- | | 1 | Construction of Sultan Mahmood Ghaznawi plum concrete surface streets with a total length of 900m in CDC #6 & #7 of District #9 of Herat city, | 120 | | 2 | Upgrading of footpath of right side of Hashemi main road with a total length of 1353m in District #9 of Herat city, | 120 |   The start date of the contract shall be specified in the Right of Access being issued by the employer. The Right of Access shall be issued within 7 days from contract signature date. |
| **7** | Method of valuation | Measure & pay only |
| **7** | Installments or schedule of payments (in the case of lump sum payments) | NA |
| **9** | Timing for submission of Statements | The payment shall be made as per actual progress and on a monthly basis (or biweekly basis if deemed necessary). |
| **12** | Defects Notification Period | **3 months** |
| **14** | Performance Security | **Required** |
| **14** | Performance Security amount | **5 % of the Contract Price**  100 % of the Performance Security shall be released after issuing of Taking Over Certificate (TOC) |
| **14** | Retention Money to be deducted | **5% of the relevant value of the Works** |
| **14** | Retention to be released at taking over of Works | 100 % of the Retention money will be released after issuing of Final Completion Certificate (FCC) |
| **15** | Delay Damages | **0.25% of the Contract Price per day** |
| **15** | Aggregate maximum amount of Delay Damages | **10% Total Contract price AFN** |

**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)*

| Refer to the Annex 1.1 - Project Brief, per lot |
| --- |

**2.2 Site Plan**

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

| Refer to the Annex 1.1 - Project Brief, Section 1, Paragraph 1.1, per lot |
| --- |

1. **General description of the parts of the Site that will be provided access to and the times of access:**

| Refer to the Annex 1.1 - Project Brief, Section 6, per lot |
| --- |

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

| Refer to the Annex 1.1 - Project Brief, Section 5. per lot |
| --- |

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

| Refer to the Annex 1.1 - Project Brief, Section 1, Paragraph 1.1. per lot |
| --- |

1. **Description of approved location for the Contractor’s Site facilities including storage, accommodation, work areas and likewise and where Plant and Materials should be delivered and stored:**

| The contractor by itself shall find a suitable location with the coordination and pre approval of the UNOPS Engineer considering the Technical Specification Rev 6 (Annex 2) and simplified ESMP requirements (Annex 3). |
| --- |

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

| Not Applicable |
| --- |

1. **Description of disposal areas (within the Site or outside the Site):**

| The contractor by itself shall find a pre-approved location by the authorities in coordination with the UNOPS Engineer considering the Technical Specification (Annex 2) and simplified ESMP requirements (Annex 3). |
| --- |

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

| Contractors will be required to abide by and implement security risk mitigation strategies as denoted in the UNOPS project risk assessments in the Area of Responsibilities AoR. UNOPS Security will provide to the Contractor security risk assessments for regions and provinces with guidance for the contractor to implement. The Contractor must ensure that risk mitigation strategies are implemented not only by its organization and personnel but by any other organization it may choose to sub contract in to complete the project activity. To ensure a duty of care for the safety/security of all contractors, project workers, assets and project-affected communities, UNOPS will assess, manage and monitor potential risks and impacts.  Contractors are to demonstrate availability of relevant security SOPs if required, provide records of security awareness training delivered to their personnel and workers. Contractors must report all security related incidents to UNOPS in the specific format. Contractors must introduce a dedicated security focal person or HSSE officer to UNOPS who will be responsible to coordinate with UNOPS Security on all security related matters, report security related incidents and implement security mitigations strategies in the AoR. In case of change of the security risk level at a particular location, UNOPS Security in close coordination with the Contractor security focal person will be responsible to review/adjust the risk management plans. |
| --- |

* **Any other Site details:**

| Not Applicable |
| --- |

**SCHEDULE 5: FORMS**

**5.1 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**  percent of the Contract Price in words (and figures) with the relevant currency] (hereinafter called the **“Guaranteed Sum”**).

This Performance Security (hereinafter called the **“Guarantee”**) is valid and will continue to be valid and enforceable from the date of this letter for the Guaranteed Sum until the issue of the Taking Over Certificate. This Guarantee will automatically expire on the issue of the Taking Over Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later. Promptly after expiration of the Guarantee, UNOPS shall return the Guarantee to the Contractor.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable [insert currency] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

* time, lenience or tolerance which you may grant to the Contractor;
* amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
* intermediate payment or other fulfilment made by us;
* change in the constitution or organization of the Contractor; or
* other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any third party, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being dispatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this Guarantee may be exchanged or surrendered without in any way impairing or affecting our liabilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

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

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

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

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

IN WITNESS of which then [insert name if the institution issuing the Guarantee] has duly executed this Guarantee on the date stated above.

| **SIGNED** by |
| --- |
| **Name:** |
| **Title:** |
| **Institution:** |
| **Date:** |
| **Signature:** |

| **Name of witness (block letters):** |
| --- |
| **Occupation of witness:** |
| **Address of witness:** |
| **Signature of witness:** |

**ADDRESS FOR NOTICES** [insert address]

**SECTION V: REQUIREMENTS**

**SCHEDULE 3: REQUIREMENTS OF THE EMPLOYER**

**3.1 Scope of Works**

1. **Demolition:**

| Not Applicable |
| --- |

1. **New construction:**

| Refer to the Annex 1.1 - Project Brief, Section 1, Paragraph 1.1, 1.2 and 1.3. per lot |
| --- |

1. **Renovation:**

| Not Applicable |
| --- |

**3.2 Specifications**

3.2.A List of the technical specifications

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

| Refer to the Annex 2 - Technical Specification (Minor Works Specification - Rev 6 - March 2024) |
| --- |

3.2.B Health, safety, social and environment requirements

*(Description of health, safety, social and environment requirements in accordance with Clause 18 of the General Conditions. At a minimum, these requirements must include the UNOPS* [*minimum health and safety requirements*](https://drive.google.com/file/d/1q4aez4ODig8Zj8g08Rj9lfuW8GK2vimz/view?usp=drive_link) *and the* [*minimum social and environmental requirements*](https://drive.google.com/file/d/1062noSn_UzJGqiarXYhaOYTjtzqa1OJC/view?usp=drive_link) *for Contractors.)*

| Refer to:  The contractor is required to accept the implementation of below plans and documents in its relevant sub plans and sub annexes.  Annex 3 (Sub-project Simplified ESMP)  Annex 4 (Examples for Contractual Clauses for Contractors)  Annex 5 (Simplified Labor Management Procedures)  Annex 6 (Links for safeguard documents & toolbox talks)  Annex 7 (Gender Action Plan) |
| --- |

3.2.C Sustainability requirements

*(Description of sustainability requirements if any)*

| Refer to Annex 7 (Gender Action Plan) and Annex 3 (Sub-project Simplified ESMP) |
| --- |

3.2.D Employer-Supplied Materials, Employer's Equipment and Employer’s Facilities

*(Details of materials, facilities, equipment, materials and others provided by Employer)*

**Not Applicable**

3.2.E As-built drawings

*(Description of requirements and details such as formats and presentation, timelines, review and approval process of as-built drawings and spare parts to be provided by the Contractor)*

| Refer to the Annex 2 - Technical Specification (Minor Works Specification - Rev 6 - March 2024) |
| --- |

**3.3 Drawings**

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

| Refer to the Annex 8 - Project’s Design Drawings |
| --- |

**3.4 Employer's Delegations**

**Not Applicable**

**3.5 Insurance Requirements**

*(Details in accordance with Clause 16 of the General Conditions)*

**Benefit Schedule**

***(for reference purposes - Cash for Work / Labor Intensive Public Work Projects)***

Provision of Occupational Health and Safety Insurance cover for Cash for Work (Labor Intensive Public Work) / Community Projects

Benefits payable in the event of accidents or injury incurred exclusively during the performance of labor intensive public works as part of the [name of the project] and **within the start and end date of the project**.

**Schedule of Benefits**

| 1 | Death | Death occurring within twelve (12) calendar months of the date of the accident, within the project period | 1,000 USD |
| --- | --- | --- | --- |
| 2 | Permanent Total Disablement | Total permanent disablement resulting within twenty-four (24) calendar months of the date of the accident, within the project period | 1,500 USD |
| 3 | Permanent Disablement | Permanent disablement resulting within twenty-four (24) calendar months of the date of the accident, within the project period | A percentage of item 2 as stated in the Permanent Disablement Scale |
| 4 | Medical Expenses | Medical expenses incurred directly as a result of an accident | Up to a maximum of 800 USD |

**Definitions**

| Accident | A sudden, unexpected, unusual, specific event which occurs during  the Operative Time at an identifiable time and place and is confirmed by an Incident Report |
| --- | --- |
| Incident Report | A report from an authorized representative of the [name of the project] and HSSE) confirming details of the injured person and the facts related to the accident or injury occurred during the performance of duties in the context of [name of the project] |
| Injury | Injury which is caused by accidental means solely and independently  of any other cause |
| Hospital | Any establishment which is registered or licensed as a medical or  surgical hospital in the country in which it is located |
| [name of the project] | Labor intensive public works performed in the context of [name of the project] |
| Medical Expenses | All reasonable costs necessarily incurred for Hospital, nursing home,  ambulance, surgical or other diagnostic or remedial treatment given or  prescribed by a Qualified Medical Practitioner. |
| Operative Time | Duration of [name of the project] defined by a start and end date of the project - date / month / year - date / month / year |
| Permanent Disablement | Disablement which has lasted for at least twelve (12) calendar months  and which in the opinion of a Qualified Medical Practitioner is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life. |
| Permanent Total Disablement | Disablement which has lasted for at least twelve (12) calendar months  and which in the opinion of a Qualified Medical Practitioner is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to any business or occupation for which they are reasonably suited by training, education or experience. |
| Qualified Medical Practitioner | A doctor or specialist who is registered or licensed to practice  medicine under the laws of the country in which they practice. |
| [Initials of the project] | Full name of the project |

**PERMANENT DISABLEMENT SCALE**

The benefits payable hereunder in the event of permanent disablement following an accident are payable in the following proportions of the amount shown under item 2 of the Schedule of Benefits:

1. Loss by severance of two limbs 100%

2. Loss by severance of both hands or all fingers and thumbs of both hands 100%

3. Loss of sight of both eyes 100%

4. Paralysis of all limbs 100%

5. Incurable insanity totally preventing any occupation 100%

Loss by severance of:-

6. One arm at shoulder 60%

7. One arm between shoulder and elbow 50%

8. One arm at elbow 47.50%

9. One arm between elbow and wrist 45%

10. One hand at wrist 42.50%

11. Four fingers and one thumb of one hand 42.50%

12. Four fingers of one hand 35%

13. Phalanges of one thumb 20%

14. One phalanx of one thumb 10%

15. Three phalanges of one index finger 10%

16. Two phalanges of one index finger 8%

17. One phalanx of one index finger 4%

18. Three phalanges of one middle finger 6%

19. Two phalanges of one middle finger 4%

20. One phalanx of one middle finger 2%

21. Three phalanges of one ring finger 5%

22. Two phalanges of one ring finger 4%

23. One phalanx of one ring finger 2%

24. Three phalanges of one little finger 4%

25. Two phalanges of one little finger 3%

26. One phalanx of one little finger 2%

27. First or second metacarpal 3% each

28. Third, fourth or fifth metacarpal 2% each

29. One leg at hip 50%

30. One leg between hip and knee 50%

31. One leg below the knee 40%

32. All toes of one foot 15%

33. Both phalanges of one great toe 5%

34. One phalanx of one great toe 2%

35. Toe other than great - if more than one toe lost 1% each

Loss of:-

36. One eye by removal 30%

37. All sight in one eye 25%

38. All sight in one eye other than perception of light 25%

39. All the lens of one eye 20%

40. All hearing in both ears 40%

41. All hearing in one ear 7%

Permanent disabilities not mentioned above shall be compensated in accordance with their

seriousness as compared with that of those mentioned.

Total and permanent loss of use of all or any member below any particular point shall be deemed to be loss by physical severance of such member at such point for all the purposes of this insurance.

Compensation for

1. any or all of the phalanges of the fingers and thumb of one hand in the aggregate shall not

exceed the compensation for the loss of four fingers and thumb of one hand.

2. any or all of the phalanges of the fingers of one hand in the aggregate shall not exceed the

Compensation for the loss of four fingers of one hand.