



REQUEST FOR QUOTATION (RFQ)

Renovation of Agricultural Building in Hatra, Ninewa governorate, Iraq +Supply of Furniture	November 26, 2019
	REFERENCE: RFQ-305/19

Dear Sir/Madam,

We kindly request you to submit your quotation regarding **Renovation of Agricultural Building in Hatra, Ninewa governorate, Iraq +Supply of Furniture** as detailed in **Annex 1** of this RFQ.

Documents uploaded in the system as part of your quotation must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest

password: why2change

and follow the registration steps as specified in the system user guide.

Mandatory: the site visit will take place as per the following schedule (UNDP focal person and the email provided is a Gmail account as per following details):

Attention of the Bidders that the site visit is mandatory for the project if you will not visit the construction sites your bid shall not be evaluated.

Date & Time	Detail
Site Visit: 01 th of December 2019 from 10:00 – 12:00	The project is located in east of Hatra, Ninewa Governorate; coordinates GPS 35.575875 42.729490 Focal point: Eng. Saad Ahmed / 07508207840 / saad2007hmd@yahoo.com

The bidder/s is requested to confirm in their bids that they have visited and examined the above sites and its surroundings, and obtained for themselves, on their own responsibility, all information which may be necessary for preparing the tender/bid and entering into a contract.

Please take note of the following requirements and conditions pertaining to the rehabilitation of the abovementioned:

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Delivery Terms; [INCOTERMS 2010] (Pls. link this to price schedule)	DAP.
Exact Address/es of Delivery Location/s (identify all, if multiple)	The project is located in east of Hatra, Ninewa Governorate; coordinates GPS 35.575875 42.729490
Latest Expected Delivery Date and Time; (if delivery time exceeds this, quote may be rejected by UNDP)	☒ Within 60 Calendar Days from the date of signing the Contract.
Preferred Currency of Quotation:	☒ United States Dollars.
After-sales services required	☒ Warranty for minimum period of one year.
Deadline for the Submission of Quotation:	Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE: - 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
All documentations, including catalogs, instructions and operating manuals, shall be in this language:	☒ English.
Documents to be submitted:	All documents listed below are required to be submitted by the bidders including: ☒ Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured; ☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; (Note: The Bidders that are not registered with the Ministry of Trade in Iraq, shall be required to obtain the permission to conduct construction activities in Iraq if they are awarded any contracts). ☒ Annex1(lot1) and Annex-2 (lot-2) – Form for submitting Suppliers Quotation. This form is mandatory (Excel and PDF format signed and stamped). ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years [2013-2014-2015-2016-2017]. The bidders having completed 2018

	audited report can submit the Audited Financial Statement for 2018 which will also be considered for evaluation. Note: Additionally, UNDP may request other financial documents such as Credit Line Facility, Bank Statements etc. in order to see the bidders' financial soundness (if required). UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems. ☒ List and value of projects performed for the last 7 years plus client's contact details who may be contacted for further information on those contracts; ☒ List and value of ongoing Projects with UNDP and other national/multi-national organization with contact details of clients and current completion ratio of each ongoing project; ☒ Statement of satisfactory Performance (Certificates) from the top two clients in terms of Contract value in similar field (one in rehabilitation and one in supplying furniture); ☒ Duly completed and stamped compliance sheet along with requested documentation, if applicable; ☒ Catalogue for offered equipment, if applicable; ☒ Completed and signed CVs for the proposed key Personnel as below: • One Qualified Civil Engineer: A minimum of 5 years' work experience in the rehabilitation/construction works, Should have a Degree in Civil Engineering. CV should be attached. • One Qualified Electrical Engineer: A minimum of 3 years' work experience in the Electrical Engineering field. Should have a Degree in Electrical Engineering. CV should be attached. ☒ Implementation Plan/Timetable for 60 Calendar days (must indicating detailed list of tasks, duration, and allocated resources per task as per the requirement). ☒ Declaration of Warranty on services and equipment part of BOQs for 1 Year; ☒ Statement that bidder is not listed in the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are associated with, any company or individual
Period of Validity of Quotes starting the Submission Date:	☒ 90 days. In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Manner of Submitting Bid:	Online bidding in E-tendering module; https://etendering.partneragencies.org
Partial Quotes:	☒ Not allowed.

Payment Terms:	☒ 100% upon successful completion of the entire works as mentioned in the BOQ.
Liquidated Damages:	0.5% of the contract value for one-week delay to maximum 10% of the contract value with possibility to cancel the Purchase Order.
Evaluation Criteria	☒ Minimum of 2 similar Rehabilitation/Renovation/ Reconstruction projects implemented during the last 7 years; ☒ Compliance of Bid to the Technical Requirements and specifications of the BOQs and furniture; ☒ Minimum annual turnover of US\$70,000 in any single year. Or evidence of financial stability i.e. banks statement or credit line; ☒ Warranty on services and equipment part of BOQs for 1 Year; ☒ Compliance with the delivery terms and conditions/completion deadline set by UNDP and appropriateness of the Implementation Timetable for 60 Calendar Days . ☒ Qualification of the Key personnel as per the requirements: ▪ One Qualified Civil Engineer: A minimum of 5 years' work experience in the rehabilitation/construction works Should have a Degree in Civil Engineering. CV should be attached. ▪ One Qualified Electrical Engineer: A minimum of 3 years' work experience in the Electrical Engineering field. Should have a Degree in Electrical Engineering. CV should be attached. ☒ Full acceptance of the Contract General Terms and Conditions of UNDP.
UNDP will award to:	☒ One Supplier
Type of Contract to be Signed:	UNDP Contract for Civil Works http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Conditions for Release of Payment:	Written Acceptance of the services provided based on full compliance with RFQ and BOQ requirements
Annexes to this RFQ:	☒ Form for Submission of Quotation/BOQ attached (Annex 1 and 2) ☒ General Terms and Conditions / Special Conditions (Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. ☒ Compliance sheet (Annex 4) ☒ Scope of Works and related drawings (Annex 5)
Contact Person for Inquiries; (Written inquiries only)	Hoshang Abdalrahman Email: hoshang.abdalrahman@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Additional requirements	UNDP has zero tolerance for fraud and corruption, meaning that UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes the submission of fraudulent or misrepresented documents, such as bid securities and financial statements. لن يتسامح برنامج الأمم المتحدة الانمائي على التزوير أو الفساد، ما معناه أن مقدم الخدمة لن يتورط في أي عملية تزوير أو فساد، وعكس ذلك سيتعرضون إلى العقوبات. يشمل التزوير تقديم الوثائق المزورة أو العمل على تقديم وثائق خاطئة، مثل خطابات ضمان و كشوفات مالية
Price Deviations	Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.
The Performance Guarantee	referred to in Clause 10 of the General Conditions shall be submitted by the Contractor representing Ten percent (10%) of the total Contract value.

¹- UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

²- Where the information is available in the web, a URL for the information may simply be provided.

3- This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 2.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the

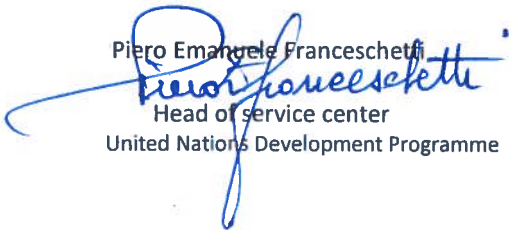
manner of conducting the selection process. Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: **http://www.un.org/depts/ptd/pdf/conduct_english.pdf**

Thank you and we look forward to receiving your quotation.

Sincerely yours,


Piero Emanuele Franceschetti
Head of service center
United Nations Development Programme

Annex-I

FORM FOR SUBMITTING SUPPLIER'S QUOTATION

RFQ-305/19 Renovation of Agricultural Building in Hatra, Ninewa governorate, Iraq + Supply of Furniture
(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per the **RFQ-305/19**:

Note: BOQ in Excel is separately attach at Annex 1

LOT 1

Renovation of Agricultural Building in Hatra, Ninewa governorate, Iraq

Renovation of Agricultural building in Hatra -Dist - Ninwa Governorate GPS(35.575875, 42.729490)					
	General Specification				
	1- All the materials supplied by the contractor must be according to Iraq's standard specifications				
	2- The contractor must provide samples , catalogues and specification of materials for testing and approval by the site engineer				
	3- Contractor must pay the cost for samples including any laboratory tests, both inside and outside the country as required				
	4- The price of works includes all job requirements as per Iraq's standard specification.				
	5- The contractor must provide PPE (Personal Protective Equipment) for all laborer's, personnel, engineers and possible visitors to the site				
#	Item Description	Unit	Qty	Price\$	Total \$
	CIVIL WORKS				
1	Site preparation: Supply of materials, tools, machineries and manpower for site preparation by cleaning and dumping of all debris and rubble to a site approved by local authorities. All needed works to complete the job, shall be included within the price.	M2	600		0
2	Lime stone polishing: Supply of materials, tools and manpower to polish and clean the limestone by using suitable machines. The work includes filling the space between the wall and the lime stone and all the joints with special filler and polishing of the façade. All needed works to complete the job will be included within the price.	M2	175		0

3	Gypsum plastering: Supply of materials, tools and manpower to remove damaged gypsum plastering of internal walls & roofs and plastering with new gypsum in 2 layers minimum thickness 15mm. The work includes repairing of wall cracks by removing the damaged gypsum plastering 25cm at each side of the crack, filling the cracks with cement mortar 1:3 and using SBR at a rate of 200gr per m ² and placing a layer of plastic mesh on the area under the gypsum plastering. All needed works to complete the job will be included within the price.	M2	125		0
4	Cement plastering: Supply of materials, tools and manpower for plastering (external walls and fence) with cement sand mortar 1:3, two layers of minimum 20mm thickness. Including removal of damaged plastering and leveling of final layer, by using aluminum straight edges and by using SBR at ratio of 200gr per m ² . All needed works to complete the job will be included within the price.	M2	100		0
5	Roof repairing: Supply of materials, tools and manpower to repair expansion joints on roof, by removing damaged mastic, cleaning the surface and applying new mastic in joints install steel plate U thickness (1mm) for covering roof expansion joints. The work includes leveling of joint edges by using cement additives and applying of bitumen felt (izogam) of a minimum thickness of 25cm to each side. All needed works to complete the job will be included within the price	M2	250		0
6	Reinforced concrete slab: Supply of materials, tools and manpower to cast reinforced concrete slab (25Mpa) of thickness 15cm. Reinforcement by using BRC Ø4mm 15x15 cm. The price of works includes expansion joints every 4.0m in both directions. The work include remove old and damaged concrete for the ground All needed works to complete the job, will be included within the price. See attached drawing No -1	M2	300		0
7	Mosaic tiles: Supply of materials, tools and manpower to place terrazzo (mosaic) tiles with cement sand mortar (1:3). Dimensions, size and type according to the existing ones. The price includes filling the joints with white cement. the price included remove the old mosaic .All needed work to complete the job will be included within the price.	M2	300		0
8	Sliding Steel Door (H2xW5m): Supply of materials, tools and manpower to install new slide steel door of dimensions H2xW5m, consisting on two parts. Including plate gauge 18 on double faces, the gate has a frame of square steel pipe (75x75x3mm) and sub divider of pipe (50x50x3mm), slide steel frame U channel (80mm) top and bottom. The price of work shall include painting with anti-rust and 2 layers oil paint, rollers, door handles and locks. All needed works to complete the job, will be included within the price. See attached drawing NO-2	EA	1		0

9	Steel door (W1.5xH2m): Supply of materials, tools and manpower to remove existing doors and to install steel doors, double face of dimensions (W1xH2m), by using plate gauge 18(1.41mm) and steel frame (40x40x2)mm, with a layer of Styrofoam to be placed between the two faces. The price includes, door lock, mortise, fixing a stopper on the floor or the wall, painting by using 2 layers anti-rust and 3 layers of oil painting, accessories and all needed works to complete the job. See attached drawing NO-3	EA	1		0
10	Steel doors repairing (W1.0xH2m): Supply of materials, tools, machineries and manpower to repair damaged steel door. Including scratching by using steel wire brush, cleaning the surface before painting, door handles and locks, hinges and painting by using two (2) layers of anti-rust and three (3) layers of oil painting. All needed works to complete the job will be included within the price	EA	4		0
11	PVC windows with steel burglar : Supply of materials, tools and manpower to remove existing steel windows and to re-install PVC windows (frames of minimum 60 mm width). The price of works includes anti-insect wire mesh, handles, crystal clear glass 4mm thickness, anti-rust painting, two layers of oil painting and steel burglar made of square steel bars 12mm every 15cm and frame of angle section 50x50x2mm. All needed works to complete the job will be included within the price.	M2	38		0
12	PVC Doors with frame (H2.1xW1.0m): Supply of materials, tools and manpower to install PVC doors with frame. The PVC section should be wide section. The lower 1.0m portion of the door to be covered by PVC sheets and the upper portion will be covered by frosted glass 6mm. The price includes hinges, handles, locks . All needed works to complete the job will be included within the price. See attached drawing No-4	EA	4		0
13	Wooden doors (W1xH2.1m): Supply of tools, materials and manpower to remove damaged doors and install new wooden doors of dimensions (1x2.1m). Price of works shall include painting with 2 layers of painting, installation of frame, door handles and locks, as well as all needed works to complete the job. See attached drawings No-5	EA	8		0
14	Plastic painting:Supply of materials, tools and manpower to paint external walls with three-layer of plastic (water proof) painting. Including cleaning the walls, removing the dirt and dust, repairing all the cracks and filling all the holes before painting. All needed works to complete the job will be included within the price.	M2	1,750		0

1 5	Emulsion painting: Supply of materials, tools and manpower to paint internal walls and ceilings by using three (3) layers of emulsion painting. Including cleaning the walls and ceilings, removing the dirt and dust, repairing all the cracks and filling all the holes before painting. All needed works to complete the job will be included within the price.	M2	750		0
1 6	Oil painting: Supply of materials, tools and manpower to paint steel doors, windows, and internal walls with a paint (1.25m height) for skirting, by using three (3) layers of oil paint. The job includes cleaning the walls, removing the dirt and dust, repairing all the cracks and filling all the holes before painting. All needed works to complete the job will be included within the price.	M2	600		0
1 7	Ceramic tiles for walls: Supply of materials, tools and manpower to place new ceramic tiles on walls, of dimensions 30x60 cm by using cement mortar. The price of works includes expansion joints, removal of old damaged ceramic , horizontal and vertical leveling and dumping of all debris to a site approved by local authorities, in case it is needed, as well as all needed works to complete the job.	M2	145		0
1 8	Ceramic tiles for floors: Supply of materials, tools and manpower to place ceramic tiles of dimensions (30x30 cm) with cement mortar (1:3). The price of works includes expansion joints, leveling on both directions, removal of old damaged tiling, dumping debris to a site approved by local authorities, as well as all needed works to complete the job.	M2	30		0
1 9	Gypsum suspended ceiling Supply of materials, tools and manpower to install false ceiling 60x60 cm (Gypsum boards), 10 mm thickness, by using necessary accessories L, T sections, galvanized steel wire 5mm for fixing on the ceiling by using screws. The price includes the removal of old damaged suspended ceiling, dumping of all debris to a site approved by local authorities, in case it is needed, as well as all needed works to complete the job. See attached drawings No-6	M2	250		0
2 0	Flag pole: Supply of materials, tools and manpower to install flag pole of 6m height, by using 2.5" (64cm) pipe. Including two layers of anti-rust and three layers of oil painting. All needed works to complete the job will be included within the price.	EA	1		0
2 1	Billboard: Supply of materials, tools and manpower to install steel billboard of dimensions 1.5x3m. Including frame of steel tube (50x50mm), covered by a 1mm thickness steel plate, painted using two anti-rust layer and three layers of oil painting, printing of the official office name and fixing by screws. All needed works to complete the job, shall be included within the price.	EA	2		0

2	Room title:	EA	8		0
2	Supply of materials tools and manpower to install room title name made of plastic sheet of dimensions 15x25 cm and by using screws to fix. All needed works to complete the job will be included within the price.				
Subtotal for Civil Works					0
SANITARY WORKS					
1	Water tank: Supply of materials , tools and manpower to install galvanized water tank of 1,250 liters capacity with plate gauge 16 cylindrical shape supported by steel base made from 2" (50mm) angle shape. Price of works shall include connection of the inlet and outlet pipes, fittings, valves, float valves and accessories. All needed works to complete the job will be included within the price.	EA	4		0
2	PPR water pipes maintenance: Supply of materials, tools and manpower for inspecting and repairing PPR water pipes Ø1/2" and Ø3/4" (Hot Cold). Including all fittings and accessories, excavation, backfilling, isolate all hot water pipes by using arm flex and thermal tape and concreting 10cm around the pipes. All needed works to complete the job will be included within the price.	ml	175		0
3	PVC pipe 4" (Ø 100mm) maintenance: Supply, installation, testing and commissioning of PVC 4"(100mm) 6 bar for drainage and ventilation pipes down to manholes with all required fittings including excavation, back filling, incasing with sulphate resistant cement concrete and roof vent caps. All needed works to complete the job, will be included within the price.	ml	100		0
4	Taps: Supply of materials, tools and manpower to connect chrome water taps 1/2" or 3/4". Price of the work shall include water connections. All needed works to complete the job will be included within the price.	EA	12		0
5	Drain pipes (Roof drain): Supply of materials, tools and manpower to remove damaged water drain and install new galvanized steel pipe 101mm (4") with all connections and accessories to fix with the roof and wall. All needed works to complete the job, will be included within the price. See attached drawings No-7	ml	12		0
6	Maintenance of sewerage pipes: Supply materials, machinery and manpower to clean the sewerage pipes net starting from the sanitary units, along manholes and the main septic tank. By using high pressure air/water to open the blockages in the network. All needed works to complete the job will be included within the price.	LS	1		0

7	Wash Basin: Supply of materials, tools and manpower to install ceramic wash basin, with water mixer hot and cold, high pressure connection steel hose, chromium plated stop valves, flex drain hose and all related accessories, and including removal of old damaged basin. All needed works to complete the job will be included within the price.	EA	3		0
8	Eastern toilet with siphon: Supply of materials, tools and manpower to remove damaged eastern style toilets and install new ceramic eastern toilet and siphon, with all required accessories and gully trap, water connection, including removal and dumping of debris and tilling. All needed works to complete the job will be included within the price.	EA	2		0
9	Sewage Manhole (40x40cm): Supply of materials, tools and manpower to build new manholes of internal and external dimensions 40x40cm, by using solid concrete blocks 15X20X40 cm for walls and cement plastering interior and exterior faces. The price includes excavation, crushed stone, plain concrete, walls, plastering both sides and cast iron covers. All needed works to complete the job will be included within the price. See attached drawings No-8	EA	6		0
10	Water pump: Supply of materials, tools and manpower to connect water pump (1hp), Q=3M ³ /Hrs., H=60m with, ball valve and all fitting and accessories for connection. The price of works includes all accessories needed, as well as all needed works to complete the job.	EA	1		0
Subtotal for Sanitary works					0
ELECTRICAL WORKS					
Note:- The price include removal and disposal all defective and damage items to designated stores "The following items shall include supply, replace, install, connect and commission all lighting points and power points. All the necessary equipment/items (if any) must be earthed properly with specific wire/cable size.					
1	Socket Switch(13A): Supplying & fixing of combine 13A, 5 pin universal switch-socket with shuttered & indicator outlet, on PVC molded tough surface box includes wiring/connecting with 1.0 kV grade 3*2.5mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	44		0

2	Light Switch: Supply, install, connect and commission of (230VAC/6A) (single , double , triple and quadruple) light switches includes wiring with 1.0 kV grade 2*1.5mm² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with all accessories. The price include supplying, installing, connecting, laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	18		0
3	Fluorescent Lighting: Supplying ,installation, testing and commissioning of prewired fluorescent fittings of all pendant type complete set with tube rod 36W/19mm dia(4feet) includes wiring/connecting with 1.0 kV grade 2*1.5mm² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 6 A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	24		0
4	Spot Lighting: Supply, install, connect and commission spot lighting fixtures, LED (240VAC/18 W), complete set with all accessories such as base, LED drive & LED bulb, glass, reflector includes wiring with 1.0 kV grade 2*1.5mm² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 6 A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	64		0
5	Ceiling Fan: Supply, install, test and commission of ceiling fan (240 volt A.C 1400 rpm,1400mm sweep with 56") , down rod of standard length upto 300mm,sweep 3 Nos.,canopy 2 Nos., condenser and fan body and fan regulator includes wiring/connecting with 1.0 kV grade 2*1.5mm² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	7		0
6	Outdoor lighting: Supplying & Installing of bracket waterproof wall prewired outdoor lighting luminaries suitable for GLS lamp 230VAC/23 watts complete with all accessories such as base, LED drive & LED bulb, glass, reflector, louvered, includes wiring/connecting with 1.0 kV grade 2*1.5mm² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 6 A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	16		0

7	Exhaust fan: Supplying, fixing and connecting of exhaust fan 240 volt A.C 1400 rpm & 450mm sweep (25cm) includes wiring/connecting with 1.0 kV grade 2*1.5mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 6 A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	5		0
8	Electrical bell: Supplying and Installing of electrical call bell 1 ph/5W includes wiring/connecting with 1.0 kV grade 2*1.5mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 6 A door bell switch with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	1		0
9	Split Unit Air-Conditioning (2 ton): Supply, install , connect and commission wall mounted Split unit Air-conditioning (Cool & Heat) 2 ton.(24,000 btuh), Technical specification and Type of compressor T3, Type of refri. gas (R410a) includes wiring/connecting with 1.0 kV grade 3*4mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 25 A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required. (See Attached Compliance sheet).	NO	7		0
10	Stainless Steel water cooler: Supplying, installing, commissioning stainless steel electrical water-cooler with three taps, water connections includes wiring/connecting with 1.0 kV grade 2*2.5mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	1		0
11	Electrical Water Heater : Supply, install, connect, and commission electrical heater 250 Liter capacity 3 kW, with complete fittings & accessories includes wiring/connecting with 1.0 kV grade 3*4 mm ² PVC insulated copper cable/wires laid inside existing concealed PVC pipe and if required laid through new surface PVC pipe (20 mm dia) with 25A switches with all accessories. The price includes supplying,installing,connecting,laying, drilling & cutting (concrete wall if required) and commissioning to complete works as required.	NO	2		0

1 2	Power Cable (4X16 mm²):Supply, install, test and lay 1.0 kV grade (4X16 mm²) PVC insulated sheath-Armoured copper cable.(From the pole network to the main board of the building) laid through PVC pipe (4" dia) with cable termination lugs in both sides with all accessories. The price includes supplying, installing, connecting, laying, drilling & cutting (concrete wall if required) and commissioning include (cable termination with Cu lugs at both end) to complete works as required.	ML	60		0
1 3	Power Cable (4X10 mm²): Supply, install, test and lay 1.0 kV grade (4X10 mm²) PVC insulated sheath-Un-Armoured copper cable.(From the Main board to the Sub distribution board of the building) laid through surface PVC conduit pipe /cable tray with all accessories. The price includes supplying, installing, connecting, laying, drilling & cutting (concrete wall if required) and commissioning include (cable termination with Cu lugs at both end) to complete works as required.	ML	45		0
1 4	Sub Distribution Boards (12 ways): Supplying, installing, testing and commissioning of for 12 ways, TPN DB (DIN type, horizontal/vertical) with single door complete set to accommodate incoming miniature circuit breaker (MCB) triple pole, 1 x 63 Amps, and outgoing SP MCB 12 x 32 Amps on/in prefabricated MS surface /MS cubical control panel board with neutral strip/bar with all accessories. The price includes supplying, installing, connecting, drilling & cutting (concrete wall if required) and commissioning include (cable termination with Cu lugs at end) to complete works as required.	No	2		0
1 5	Main Board: Supply, install, test, commission prefabricated Main Distribution Board (MDB) (100cm x 80cmx 40cm) incorporated in DIN bar with following incoming and outgoing as: The price includes supplying, installing, connecting, drilling & cutting (concrete wall if required) and commissioning include (cable termination with Cu lugs at both end) to complete works as required. A - [(1 No.) 100A, 4 pole MCCB type, breaking capacity 25 kA] B - [(4 No.) 63A, 1Ph. MCB type]. C - (1 No.)Voltmeter (0- 400 V) with selector switch (all Ph-Ph and Ph -N) D - (1 Set)Ammeter (0 -200 A), 200/5A with required CTs.. E - (1 No.)Hertz meter (48- 52)Hz. F - (1 No.) selector switch (ON & OFF position) G - (3 No.) Indicator lamp 230VAC H - Three-phase, four wires Kilowatt-hour meter I - (4 strips Copper Bus-Bar 60 cm each length 150A., for three phase lines and neutral) with separate earth strip.	No	1		0
	Subtotal for Electricals Works				0
	TOTAL				0

LOT 2

Furniture of Agriculture Building in Hatra					
#	Item Description	Unit	Qty	Price\$	Total \$
1	Fixed office chair: Supply and install low back leather office chair fixed chair. Including padded arms. Steel frame and leather seat. Total height 80cm and width of the seat 55cm. The price of works includes supplying and installation on site, as well as all needed accessories. Furniture shall be ready to be used. See attached annex	EA	20		0
2	Sofa Set: Supply of sofa set (10 seats). The sofa set shall be fully cushioned leathered, including arms, wooden frame, webbing and injection molded PU foam. PU foam finished with fabric as per selected sample. The price of works includes supplying and installation, as well as all needed accessories. Furniture shall be ready to be used. 1 Unit 3 seats 200x87x82cm 2 Units 2 seats 140x87x82cm 3 Units 1 seat 85x87x82cm See attached annex	EA	1		0
3	Special desk (manager office): Supplying and installation of office desk wooden melamine large size L200xW90xH76 cm, including buffet small table and mobile storage unit with 3 drawers. The price of works includes supplying and installation on site, as well as all needed accessories. Furniture shall be ready to be used. See attached annex	EA	1		0
4	Steel Filing Cabinet: Supplying and install steel filing cabinet 4 drawers, size W47cm X D62.5cm X H132.1cm, 0.7mm metal thickness, manufactured from prime quality cold rolled coil annealed mild steel, fitted with lock and 2 keys. The price of works includes supplying and installation on site, as well as all needed accessories. Furniture shall be ready to be used. See attached annex	EA	5		0

5	Office desk: Supply, materials, tools and manpower to install and fix melamine wood office desk. Dimensions W140xD80xH75cm. Including 3 mobile drawers storage. The price of works includes supplying and installation on site, as well as all needed accessories. Furniture shall be ready to be used. See attached annex	EA	10		0
6	Swivel chair: Supply and install low back leather swivel office chair, padded arms, adjustable seat height and 5 double wheel casters for easy movement. Dimensions 118cm height and 75 cm back. The price of works includes supplying and installation on site, as well as all needed accessories. Furniture shall be ready to be used. See attached annex	EA	10		0
7	Curtains: Supplying and installation of sliding curtains (type zebra), with all accessories. Including delivering, assembly and installation. Ready to be used. See attached annex	m2	30		0
Total					0

RFQ Requirement	Yes, we will comply	No, we cannot comply
Completion Period: 60 calendar days		
Confirmation to deliver the furniture upon request from UNDP after the rehabilitation work is finalized.		
Validity of Quotation 120 days		
Acceptance of the UNDP General Terms and Conditions for goods and for civil works		
Warranty on services and equipment part of BOQs		

We confirm that our company is not included in the UN 1267/1989 List or the UN Ineligibility List or in any and all of UNDP's list of suspended and removed vendors.

Authorized Signature [In full and initials]:	
Name and Title of Signatory:	
Name of Firm:	
Mobile Number:	
Email:	

Company Stamp and Signature: -----

Official E-mails of the Company: -----

Date: -----

Scope of Work

Renovation of Agricultural Building in Hatra Ninewa government

1. PROJECT BACKGROUND

a. Project description

The objective of the rehabilitation of Agricultural building is to provide services related to ministry of Agriculture in Hatra town with surrounding villages, located in the east of Hatra. The building is owned and operated by Dept. Of Agriculture, Ninewa Governorate.

b. Direct and indirect beneficiaries

i. Direct beneficiaries: 12 services employ

ii. Indirect beneficiaries: 1,500 houses with a population of around 10,000 people (approx. 5,500 male and 4,500 female) in Hatra and surrounding villages

c. Impact after completion

Restoration of the Agricultural Directorate services to the people of Hatra and surrounding area, as this is their main source of income.

2. LOCATION

The project is located in east of Hatra, Ninewa governorate; coordinates GPS 35.575875 42.729490

3. BUILDING DESCRIPTION

The Project is been built on a plot of land of around 650 m², with a 2m height boundary wall, the building is made up of 2 large rooms, 4 smaller rooms, with two office room, also it includes two sets of toilets, the building made of concrete block walls with concrete slab for the roof , limestone for faced

4. DESCRIPTION OF THE DAMAGE

ISIL took control of the place on 10 June 2014 and it was liberated on 27 April 2017 when ISF/PMF retook Hatra, but the area has only open up in the last two months. Due to this length of time the building has been misused and looted as well as an explosive device detonated inside. Doors have been damaged, sanitation units and pipes are blocked

by solid wastes, there is a leaking roof, also there is settlement in the ground in the corners so would also expect the water supply network and sewerage net also to be damaged. All electrical items have been looted or damaged so all will need replacing from boards, cables, air conditions, fans to lighting.

5. WORKS ON BRIEF

The rehabilitation work includes civil, sanitary and electrical works.

- a. The civil part of the works includes but not limited to site preparation, masonry works, gypsum plastering, painting, tiling sanitary walls, main steel gate, steel doors, PVC doors, crystal clear glass, and suspended ceiling as indicated on the BoQ.
- b. The sanitary works includes but not limited to water tank installation, ceramic lavatory pedestal, siphon, mixer taps, drain pipes, refurbishment of sewerage pipes and water pump as indicated on the BoQ.
- c. The electrical works includes but not limited to main distribution board, sub distribution boards, circuit and power cable, ceiling fan, fluorescent fixture, switches, brackets, outdoor lighting, split units, generator and electrical water boiler as indicated on the BOQ.

6. DURATION OF THE PROJECT

60 working day

Annex 2

General Conditions of Contract for Civil Works

General Conditions of Contract for Civil Works

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance

24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress
45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
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56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the UNDP
68. Termination by the UNDP
69. Termination by the Contractor
70. Rights and Remedies of the UNDP
71. Settlement of Disputes
72. Privileges and Immunities
- Appendix I: Formats of Performance Security
- Performance Bank Guarantee
- Performance Bond

1. DEFINITIONS

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part

of the Works.

g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.

h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.

i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.

j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

3. HEADINGS OR NOTES

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The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

4. LEGAL RELATIONSHIPS

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

5. GENERAL DUTIES/POWERS OF ENGINEER

a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.

b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.

c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.

d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.

e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.

f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.

g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the

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Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.

i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.

j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.

k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.

m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1. Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

6.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

6.3. Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

6.4. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

6.5. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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6.6. Use of Name, Emblem or Official Seal of UNDP or the United Nations

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the name of the Employer or the United Nations for advertising purposes or any other purposes.

6.7. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

7.2. Subcontracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

8.2. One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

8.3. Disruption of Progress

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. WORK BOOK

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to

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time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt. Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

10. PERFORMANCE SECURITY

a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.

b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.

c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained

in this connection against the Employer.

12. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

13. PROGRAMME OF WORK TO BE FURNISHED

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

14. WEEKLY SITE MEETING

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A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR'S EMPLOYEES

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
 - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances

and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

19. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the

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protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

20. CARE OF WORKS

a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;

b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;

c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

a) The permanent use or occupation of land by the Works or any part thereof;

b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.

c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.

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d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss

or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

23.3. Provision to Indemnify Employer

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

24. ACCIDENT OR INJURY TO WORKMEN

a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

b) Insurance Against Accident, etc., to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.

b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the

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Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES

a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works

or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.

b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as abovementioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

32. CONTRACTOR TO KEEP SITE CLEAN

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During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

34. LABOUR

34.1 Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

34.2 Supply of Water

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.3 Alcoholic Drinks or Drugs

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

34.5 Holiday and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.7 Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and

property in the neighborhood of the Works against the same.

34.8 Observance by Sub-Contractors

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.

34.9 Legislation applicable to Labour

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

35 RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide

17 such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.

b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

36.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

36.3 Cost of Tests

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

37 ACCESS TO SITE

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

41 POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case may be.

41.2 Wayleaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME FOR COMPLETION

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses

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whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal

proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

46.2 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

47 DEFECTS LIABILITY

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47.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

47.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due

or which may become due to the Contractor.

47.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject 21

to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

2 Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

3 Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

51 MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

52 LIABILITY OF THE PARTIES

1 The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.

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2 The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

3 Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

1 The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:

- a. If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
- b. If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
- c. If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
- d. If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
- e. If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
- f. If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
- g. If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
- h. If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and

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shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer

shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3 Payment After Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him,, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

55 INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

56 TAXATION

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

57 BLASTING

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

58 MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

59 TEMPORARY WORKS AND REINSTATEMENT

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor

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shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party

on demand.

60 PHOTOGRAPHS AND ADVERTISING

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

63 NOTICES

1 Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be **2** unreasonably withheld or delayed.

3 Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by

4 delivering the same at the said address against an authorized signature certifying the receipt.

5 Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

6 Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

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65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

66 FORCE MAJEURE

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

(a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;

(b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the

(c) suspension;

(d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;

(e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and

(f) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE UNDP

The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP's sole discretion:

(a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or

(b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract. After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNDP of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

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The term of this Contract may be extended by the UNDP for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

68 TERMINATION BY THE UNDP

The UNDP may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNDP upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract:

(a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and

(b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

69 TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by the UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP's inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

70 RIGHTS AND REMEDIES OF THE UNDP

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNDP.

The UNDP shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

71 SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

1 Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

2 Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

3 Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may

request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

4 Arbitration

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be

bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNDP is an integral part.

73 SECURITY

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

74 AUDIT AND INVESTIGATIONS

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

75 ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all subcontracts or sub-agreements entered into under this Contract.

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Of

