

## Invitation to Bid (ITB)

Date: 25 June 2018

**Subject: PAL 10-00047395- Construction of Khan Younis Waste Water Treatment Plant (KY WWTP)**  
**Construction Of Main Electrical Power Supply Line**

- 1) The United Nations Development Programme/ Programme of Assistance to the Palestinian People (UNDP/PAPP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.
- 2) To enable you to submit a bid, please find enclosed:
  - Volume 0 – Instructions to Bidders
    - Part 1 - Instruction to Bidders and Bid Data Sheet
    - Part 2 - Form of Tender
    - Part 3 - Appendix to Tender
    - Part 4 - Annexes of Form
  - Volume 1 – Conditions of Contract and Prices Schedules
    - Part 1 - Particular Conditions of Contract
    - Part 2 - General Conditions of Contract
    - Part 3 – Schedules of Price.
  - Volume 2 – Specification.
    - Part 1 - General Requirements
    - Part 2 – Technical Specifications
  - Volume 3 – Drawings.
  - Volume 4 – Additional documents, provided by the Employer
    - Part 1 – Additional Documents Provided By GEDCO
    - Part 2 – Safety guidelines
- 3) Interested bidders may obtain further information at the following email address:  
**proc10.papp@undp.org**
- 4) Interested bidders are encouraged to attend the Pre-bid meeting & site visit which shall take place as per the following schedule:

| Pre-bid meeting Date & Time  | Pre-bid meeting Location       | Site visit info                                               |
|------------------------------|--------------------------------|---------------------------------------------------------------|
| <b>4 July 2018 @ 10:00hr</b> | <b>UNDP/PAPP – Gaza Office</b> | <b>Site visit will be conducted on 4 July 2018 @ 13:00 hr</b> |

The pre bid meeting minutes, and any further enquiries received on or before **8 July 2018**, will be documented and posted on the UNDP/PAPP designated web site  
<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html> on **11 July 2018**. No inquiries will be accepted after.

- 5) Bids must be delivered to one of the following addresses **on or before 12:00hr (Jerusalem time) on 18 July 2018**.  
UNDP/PAPP  
Omar Bin Abdul Aziz Street



Gaza

Telephone: 972 8 2863364

Facsimile: 972 8 2822021

**Late bids shall be rejected**

- 6) Bids will be opened in the presence of bidder's authorized representatives, who choose to attend, at **half an hour past bid closing time on 18 July 2018**, at the address mentioned above.
- 7) This letter is not to be construed in any way as an offer to contract with your firm.

Yours Sincerely,



Khaled Shahwan  
Deputy Special Representative (Operations)  
United Nations Development Programme (UNDP / PAPP)





Construction Of Main Electrical Power Supply Line  
For the  
Construction of Khan Younis Waste Water Treatment Plant Project  
(KY WWTP)

Tender Documents

**Instructions**

Executing Entity: UNDP/PAPP

Employer: UNDP/PAPP

June 2018

Consultant



## **VOLUME 0 – INSTRUCTIONS**

**PART 1 - INSTRUCTION TO BIDDERS AND BID DATA SHEET**

**PART 2 - FORM OF TENDER**

**PART 3 - APPENDIX TO TENDER**

**PART 4 - ANNEXES OF FORM**

## **PART 1 - INSTRUCTION TO BIDDERS AND BID DATA SHEET**

## INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** The UNDP invites sealed Bids for the specified Works.
2. **Eligible Bidder**
  - 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of works under this Invitation to Bids. Bidders shall be an individual bidder (Individual applicant). Consortiums and Joint Venture proposals will not be accepted.
  - 2.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract.
  - 2.3 If UNDP has not undertaken prequalification of potential bidders, all bidders shall include the information and documents specified in clause 9 of this Instructions to Bidders.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid. The Solicitation Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 6 below.

|          |                                                      |
|----------|------------------------------------------------------|
| VOLUME 0 | Instructions to Bidders (including Annexes of Forms) |
| VOLUME 1 | Conditions of Contract                               |
| VOLUME 2 | Specifications                                       |
| VOLUME 3 | Drawings                                             |
| VOLUME 4 | Additional Documents provided by the Employer        |
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNDP in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than thirty days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person in the BDS.
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All amendments will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

## C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the language indicated in the BDS.

8. **Documents Comprising the Bid:**

The Bidder or the Bidder's authorized agent shall sign the Bid as indicated on the Form of Tender (Letter of Tender) of this ITB. The Bid must comprise the following documents:

**Volume 0:**

**Documents Establishing Bidder's Eligibility and Qualifications:**

Qualification information and documents specified in clause 9.1 of this Instructions to Bidders and in clause 9.1 in the BDS.

**Volume 1:**

Form of Tender + Appendix to Tender  
Tender Security/Guarantee (Bid Security)  
Written Power of Attorney authorizing the signatory of the bid to commit the bidder  
Particular Conditions  
General Conditions  
Bill of Quantities

**Volume 2:**

Specifications

**Volume 3:**

Statement of the Bidder confirming that he has received and analyzed all drawings of Volume 3.

**Volume 4**

- 4.1 Statement of the Bidder confirming that he has received and analyzed all additional documentation of Volume 4
- 4.2 Certificate/ minutes of the clarification meeting and the site visit stamped by the Employer
- 4.3 Additional technical specifications documents from GEDCO

**Volume 5:**

Additional Documents to be provided by the Bidder

- 5.1 References or statements as required by the Clause 19
- 5.2 Methodology of implementation of Works; including organizational chart and proposed staff for various assignments of Works (including the required minimum core staff indicated in the prequalification documents), Equipment for implementing Works, material for Temporary Works, etc ...
- 5.3 Works schedule based on a weekly period
- 5.4 Detailed description, data sheets for electrical and mechanical goods and equipment (Technical Guarantees provided by GEDCO available in Volume 4 – Additional Documents provided by the Employer) to be filled and stamped by the manufacture.
- 5.5 All others documents that each bidder wishes to present

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

**9. Documents Establishing Bidder's Eligibility and Qualifications:**

- 9.1 If bidders have not been pre-qualified and post qualification has been selected to determine eligibility of bidders, then the Bidder shall furnish evidence of its qualification by submitting the following information and documents with their bids, unless otherwise stated in the **BDS**:
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) Total monetary value of construction works performed for each of the last five years;
  - (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract;
  - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) Reports on the financial standing of the Bidder for the last two years as specified in the BDS. such as profit and loss statements and certified auditor's reports for the past two years;
  - (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) as specified in the BDS;
  - (h) Authority to seek references from the Bidder's bankers;
  - (i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
  - (j) for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 9.2 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) An average annual financial amount of construction work over the period specified in **the BDS**.
  - (b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified in the BDS (to comply with this requirement, works cited should be at least 70 percent complete);
  - (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in **the BDS**;
  - (d) Minimum required key personal proposed for the supervision and management of this project as specified in the BDS.
  - (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.



A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

**10. Documents Establishing Conformity of Equipment Incorporated into the Works:**

Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the equipment;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the equipment for a period specified in the BDS, following commencement of the use of the equipment.

- 11. Bid Currency/Bid Prices:** All prices must be quoted in the nominated currency in the BDS. The Bidder shall indicate on the appropriate Bills of Quantities (or Price Schedule Sheet as appropriate); the unit prices (where applicable) and totals Bid Price of the goods and/or services/works it proposes to supply under the contract.

**UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties.**

- 12. Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated in the BDS. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 of Instructions to Bidders. In exceptional circumstances, the UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

- 13. Bid Security:** The bidder shall furnish as part of its bid either a Bid Securing Declaration or a Bid Security as specified in the BDS. A Bid Securing Declaration shall be in the form included in "Appendix of Form" of this ITB.

If a Bid Security is specified then the following should be adhered to:

- a. The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNDP in the amount as indicated in the BDS;
- b. The Bid Security is to be sealed in a separate envelope within the main sealed bid;
- c. The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(h) below;
- d. The Bid Security shall be denominated in **US Dollars** or in a freely convertible currency and shall be in the form of a bank guarantee, issued by a reputable bank, and in the form provided in these Solicitation Documents.
- e. Any Bid not secured in accordance with clauses 13 a) and 13 d) above will be rejected by the UNDP as non-responsive;
- f. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by

- the UNDP pursuant to clause 12 of Instructions to Bidders;
- g. The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders;
  - h. The Bid Security may be forfeited:
    - 1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder, in compliance with **BDS**, on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
    - 2. In the case of a successful Bidder, if the Bidder fails:
      - (i) To sign the Contract Order in accordance with clause 26 of Instructions to Bidders, or,
      - (ii) To furnish Performance Security in accordance with clause 27 of Instructions to Bidders.

## D.Submission of Bids

14. **Format and Signing of Bid:** The Bidder shall prepare **one original and Copies as specified** in the BDS of the Bid, clearly marking each **"Original Bid"** and **"Copy of Bid n° X"** as appropriate. In the event of any discrepancy between them, the original shall govern. The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.
15. **Sealing and Marking of Bids:**
  - 15.1 The Bidder shall seal the original and the copies of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY n° X". The envelopes shall then be sealed in an outer envelope.
  - 15.2 The inner and outer envelopes shall:
    - (a) Be addressed to the UNDP at the address given in the **BDS** of these Solicitation Documents; and
    - (b) Make reference to the "subject" indicated in the Letter of Invitation of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in the **BDS** for Bid Opening pursuant to clause 16 of Instructions to Bidders.
  - 15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
  - 15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid's misplacement or premature opening.
  - 15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.
16. **Deadline for Submission of Bids/Late Bids:**
  - 16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.
  - 16.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in

which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.
- 16.4 If no Bid is to be submitted (in case of a direct invitation), the documents should not be returned to UNDP unless so requested. Written advice should be sent to UNDP with reasons for not submitting a bid and as to whether future invitations for the type of Works covered by this request are desired. Failure to comply with the above may result in removal of the name of such recipient from the list for similar type of works covered by this ITB.

- 17. **Modification and Withdrawal of Bids:** The Bidders may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

## E. Opening and Evaluation of Bids

### 18. Opening of Bids:

- 18.1 The UNDP will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**, of this Solicitation Document. Bidders' Representatives shall carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder. The bidders' Representatives who are present shall sign a register evidencing their attendance.
- 18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the UNDP, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.
- 18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
- 18.4 UNDP will prepare minutes of the Bid Opening.

- 19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring entity of UNDP may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### 20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, the UNDP will determine the substantial responsiveness of each Bid to the ITB. A substantially responsive Bid is one, which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 The UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified **in the BDS**.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit

price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity. UNDP shall use the criteria as detailed in the **BDS** to establish responsiveness.

21 **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22 **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 20 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

| Evaluation Criteria |                                                                                                                                                                                                                                                                 |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1                 | Compliance with pricing conditions set in the Form of Tender.                                                                                                                                                                                                   |
| 1.2                 | Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.                                                                                                                                 |
| 1.3                 | Compliance with Special and General Conditions specified by these Solicitation Documents. (Annexes of Form)                                                                                                                                                     |
| 1.4                 | Compliance with start-up, delivery or installation deadlines set by the procuring entity.                                                                                                                                                                       |
| 1.5                 | Demonstrated ability to comply with critical provisions such as execution of the Purchase Order honouring the tax-free status of the UN.                                                                                                                        |
| 1.6                 | Demonstrated ability to honor important responsibilities and liabilities allocated to Contractors in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).                                                                            |
| 1.7                 | Copy of company's registration required by law and issued by authorized agency: This document is mandatory for administrative compliance and starting with technical evaluation of bids.                                                                        |
| 1.8                 | Organizations general and specific experience: The organizations general reliability, experience and capacity in implementing similar projects.                                                                                                                 |
| 1.9                 | Adequacy of the proposed work plan:<br>The Bidder's approach in responding to the SOW (Scope of Works) and BOQ by presenting work plan including a time schedule for all activities during the construction and maintenance period and present clear work plan. |

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.10 | Key personnel, machinery and capacity to implement: The qualification, competence and experience of the personnel proposed for the various assignments included in this project, and capacity to deliver on time. Submit resumes (CV) for key personnel and detailed descriptions of machineries owned or intended to be purchased or leased for the purpose of executing the contract by the Bidder.                                                                                                |
| 1.11 | Reference list and value of project implemented in last five years: Include list of projects with similar scale, completion period and list of equipment engaged in this project. Include name of project, kind of executed works, name, telephone, email of client, value of executed work (use USD or local currency) and duration of executing work (from, month/year – to, month/year)                                                                                                           |
| 1.12 | Reference list and value of ongoing projects contracted by bidder: Include list of projects, name of clients, value of contracted works (use USD or local currency) and dead line for construction works. (from, month/year-to month/year)                                                                                                                                                                                                                                                           |
| 1.13 | Local knowledge: Proven experience of organization and involved personnel in working in the same Province.                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.14 | Price Deviation:<br>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.<br><br>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 <b>Risk to UNDP</b> . |

## F. Award of Contract

- 23 **Award Criteria:** The UNDP will Issue the Contract to the lowest priced technically responsive Bidder who has also met the qualification criteria. The UNDP reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the UNDP's action.
- 24 **UNDP's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if possible, without any change in unit price or other terms and conditions, by the amount indicated in the **BDS**. This shall only be done in a manner that does not affect the overall completion of the Works.
- 25 **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the notification (in the Condition of Contract called the "Letter of Acceptance"). On issue by UNDP of the "Letter of Acceptance" to the successful Bidder, UNDP will send the Bidder a Contract Agreement in the form provided in the tender documents (Volume 0, Part 4), incorporating all agreements between the parties.
- 26 **Signing of the Contract:** Within 28 (twenty eight) days of receiving the Contract Agreement, the successful Bidder will sign and date the Contract Agreement and return it to UNDP. The

successful Bidder will become the Contractor and the Contract will enter into force when the Contract Agreement has been signed by both parties.

- 27 **Performance Security:** The successful Bidder shall provide the Performance Security, in the form of "Performance Security" provided for in these Solicitation Documents, within 28 days of receipt of the "Letter of Acceptance" of UNDP, and before signing the resulted contract as issued by the UNDP.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.

- 28 **Vendor Protest:** Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. 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/procurement/protest.shtml>.

## G. Other Requirements:

- 29 **Time for Completion:** The Time for Completion and the duration of the Maintenance Period is specified in the **BDS**. The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by UNDP.
- 30 **Material, Labour and Facilities:** No material, labour or facilities will be furnished by UNDP or its clients unless specified in the ITB.
- 31 **Site Visit:** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. If UNDP has arranged a formal Site Visit as part of this ITB, this shall be stated in the **BDS**.
- 32 In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
- 32.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 32.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this ITB; or
  - 32.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict

exists.

33 Similarly, the Bidders must disclose in their offer their knowledge of the following:

- 33.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this ITB; and
- 33.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

## **H.Payment:**

34 **Time of Payment:** As indicated in the Terms and Conditions of this ITB.

35 **Letter of Credit:** UNDP does not accept Letter of Credit terms.

36 **Advance Payment:** As stated in the terms and Conditions of this ITB.

37 **Currency of Payment:** Payment will be made in the currency in which the Contract is issued.

## Bid Data Sheet (BDS)

|                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 - Contact Person                                                                                                  | Procurement Analyst<br>UNDP/PAPP<br>E-mail: proc10.papp@undp.org with CC to proc1.paap@undp.org                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7 - Language of the Bid                                                                                             | English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9.1 Required Documents that must be submitted by the bidder to Establishing Bidder's Eligibility and Qualifications | <p>All Qualification information and documents specified in clause 9.1 of this Instructions to Bidders in addition to:</p> <p>a.1 Valid registration certificate from the Palestinian Contractors Union (PCU). The contractor shall be registered and classified in the PCU as class 2 in Electromechanical works and class 2 in Roads works , or the equivalent class in their countries.</p> <p>a.2 VAT clearance certificate from the concerned departments of the Ministry of Finance.</p> <p>f. Submission of audited reports and balance sheets for the last two years (2016 and 2017) to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability.</p> <p>j.1 The application must include a description of the proposed participation and responsibility of its subcontractors if any.</p> <p>j.2 The bidder shall include an undertaking by each subcontractor, if any, that it will enter into a binding contract with the contractor if the contractor's tender is accepted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9.2 minimum qualifying criteria:                                                                                    | <p>a) An average annual financial amount of construction work:<br/>         Annual Turnover: The required average annual turnover for the bidder over the last five (5) years from 2012 (included) to 2017 (included) shall be minimum USD 2,000,000.00 or equivalent. If referenced works contracted and invoiced/ billed in the name of a joint venture or consortium are included; the turnover shall be counted on the percentage share of the bidder in the subject joint venture</p> <p>b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works. (to comply with this requirement, works cited should be at least 70 percent complete):<br/>         The bidder has performed within the last (5) five years under a single or several contracts that have been completed and substantially completed and that are similar to the proposed type of works:</p> <ol style="list-style-type: none"> <li>1. At least (3) electrical power supply line contracts, with an average of not less than 20,000 meters length of electrical cables.</li> <li>2. At least (3) road works contracts, with an average of not less than 30,000 square meters of asphalt.</li> </ol> <p>Previous experience of the bidder must be proved by copy of provisional acceptance or final acceptance certificates or originals of them. The applicant shall give reference letters from customers (Employers) of the similar project constructed and installed within last five (5) years and the names and addresses,</p> |



|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | <p>fax number, contact person of major customers. The Employers may contact these customers. For the similar past experience of the bidder completed in a Joint Venture or a consortium, the proportion of the partnership share of the bidder in the JV, or the executed part of the consortium, shall be considered.</p> <p>c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment proposed to carry out the Contract's works:</p> <ol style="list-style-type: none"> <li>1. One Wheel Loader at least 200 hp.</li> <li>2. One backhoe loader at least 100 hp.</li> <li>3. One crane fitted in truck with telescopic boom not less than 30 m and capacity not less than 20 tons.</li> <li>4. Two tipper truck with capacity not less 30 tons.</li> <li>5. One plate truck with capacity not less 20 tons.</li> <li>6. One double roller compactor-25 ton.</li> <li>7. Two roller compactors – 8 ton.</li> <li>8. Two plate compactors-3-5 ton,</li> </ol> <p>d) Minimum required key personal proposed for the supervision and management of this project:</p> <p>The bidder must demonstrate that the core staff of him and the subcontractors, if any, includes the following permanent core staff:</p> <ol style="list-style-type: none"> <li>1. Project Manager: Experience as project manager from at least 3 completed electrical power supply projects. Minimum fifteen (15) years' work experience.</li> <li>2. Electrical Engineer: Experience as Electrical Engineer from at least 3 completed electrical power supply projects. Minimum ten (10) years' work experience.</li> <li>3. Civil Engineer: Experience as Civil Engineer from at least 3 completed infrastructure and roads projects. Minimum ten (10) years' work experience.</li> <li>4. Professional Surveyor: 15 years' work experience in electrical, infrastructure and roads projects.</li> <li>5. 2 Forman. 10 years' work experience in electrical, infrastructure and roads projects.</li> </ol> <p>e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract:</p> <p>The bidder shall demonstrate, by a bank statement from his bank, that he has available or has access to liquid assets, lines of credit, or other financial means sufficient to meet the construction and supply cash flow for the contract of not less than USD 200,000.00 or equivalent.</p> |
| 11 - Bid Currency/Bid Prices    | USD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12 - Period of Validity of Bids | 180 (one hundred and eighty) days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 - Bid Security                         | Bid Security (Bid Securing Declaration is not accepted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13 (a) – Bid security amount              | USD 30,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14 - Copies                               | 3 hard copies signed in the same way as the original.<br>The entire tender documents shall be scanned or otherwise converted into preferably one electronic PDF (Adobe Acrobat) format file and attached on a CD or DVD as part of their Solicitation Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15.2 (a) - Submission of Bids : Address   | Mr. Khaled Shahwan - Deputy Special Representative of the Administrator of UNDP (Operations):<br>UNDP/PAPP<br>Omar Bin Abdul Aziz Street<br>Gaza<br>Telephone: 972 8 2863364<br>Facsimile: 972 8 2822021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 15.2 (b) - Time and Date                  | 12:00hr (Jerusalem time) on 18 July 2018.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 18.1 - Opening of Bids: Time, date, place | 12:30hr (Jerusalem time) on 18 July 2018.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 20.2 Bids in order                        | <p><b>Volume 0:</b><br/>Documents Establishing Bidder's Eligibility and Qualifications:<br/>Qualification information and documents specified in clause 9.1 of this Instructions to Bidders and in clause 9.1 in the BDS.</p> <p><b>Volume 1:</b><br/>Form of Tender (Letter of Tender) + Appendix to Tender<br/>Tender Guarantee (Bid Security)<br/>Written Power of Attorney authorizing the signatory of the bid to commit the bidder<br/>Particular Conditions<br/>General Conditions<br/>Bill of Quantities</p> <p><b>Volume 2:</b><br/>Specifications</p> <p><b>Volume 3:</b><br/>Statement of the Bidder confirming that he has received and analyzed all drawings of Volume 3.</p> <p><b>Volume 4</b><br/>4.1 Statement of the Bidder confirming that he has received and analyzed all additional documentation of Volume 4<br/>4.2 Certificate/ minutes of the clarification meeting and the site visit signed and stamped by the bidder.<br/>4.3 Additional technical specifications documents from GEDCO.</p> |

|                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                         | <p><b>Volume 5:</b> Additional Documents to be provided by the Bidder</p> <p>5.1 References or statements as required by the Clause 19</p> <p>5.2 Methodology of implementation of Works; including organizational chart and proposed staff for various assignments of Works (including the required minimum core staff indicated in the prequalification documents), Equipment for implementing Works, material for Temporary Works, etc ...</p> <p>5.3 Works schedule based on a weekly period</p> <p>5.4 Detailed description, data sheets for electrical and mechanical goods and equipment (Technical Guarantees provided by GEDCO available in Volume 4 – Additional Documents provided by the Employer) to be filled and stamped by the manufacture.</p> <p>5.5 All others documents that each bidder wishes to present.</p> |
| 20.4 – Responsiveness of Bids                                           | <p>A Responsiveness Bid is one which conforms to the requirements and specifications described in the tender documents with no substantial deviations or reservations. Substantial deviations and reservations are those which:</p> <ul style="list-style-type: none"> <li>i. in any way influence the scope, quality, execution or performance of works, or</li> <li>ii. restricts the rights of the Employer or the obligations of the Bidder under the contract in a manner inconsistent with the tender documents, or</li> <li>iii. rectification of which would unfairly affect the competitive position of other Bidders presenting admissible tenders.</li> </ul>                                                                                                                                                            |
| 24 - amount for increasing or decreasing items in the Bills of Quantity | 0,00 USD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 29 - Time                                                               | <b>6 (six) months</b> for works completion and <b>18 months</b> for the duration of the Maintenance Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 31 - Site Visit                                                         | <p>A clarification meeting and a site visit will be arranged by UNDP.</p> <p>All Bidders must confirm in writing that they have received minutes of the clarification meeting and the site visit within 3 (three) days after receiving the minutes of the clarification meeting and the site visit from UNDP. The bidders shall include the signed and stamped minutes in their tender (in Volume 4).</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |

## ANNEXES/ FORMS

## ANNEX: 1 FORMAT FOR TECHNICAL EXPERIENCE

Complete the table hereafter with similar experiences as described clause 9.2 in BDS. The experience of the bidder must be proved by copy of provisional acceptance or final acceptance certificates or originals of them.

| Ref. No                                   | Project Title |                           |                                            |                      |                |                           |                   |                                    |                                                 |
|-------------------------------------------|---------------|---------------------------|--------------------------------------------|----------------------|----------------|---------------------------|-------------------|------------------------------------|-------------------------------------------------|
| Name of legal entity                      | Country       | Overall project value USD | Proportion carried out by legal entity (%) | No of staff provided | Name of client | Origin of funding         | Dates (start/end) | Name of consortium members, if any | References Contact details (Name, Phone, Email) |
|                                           |               |                           |                                            |                      |                |                           |                   |                                    |                                                 |
| Detailed Description of Project-Satisfies |               |                           |                                            |                      |                | Type of Services Provided |                   |                                    |                                                 |
|                                           |               |                           |                                            |                      |                |                           |                   |                                    |                                                 |

## ANNEX 2: CV FORMAT FOR CORE STAFF:

|                                                                                                  |                                                                                                                               |                                                                                  |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Name:</b>                                                                                     |                                                                                                                               |                                                                                  |
| <b>Position for this Work:</b>                                                                   |                                                                                                                               |                                                                                  |
| <b>Nationality:</b>                                                                              |                                                                                                                               |                                                                                  |
| <b>Contact information:</b>                                                                      |                                                                                                                               |                                                                                  |
| <b>Countries of Work Experience:</b>                                                             |                                                                                                                               |                                                                                  |
| <b>Language Skills:</b>                                                                          |                                                                                                                               |                                                                                  |
| <b>Educational and other Qualifications:</b>                                                     |                                                                                                                               |                                                                                  |
| <b>Training Experience:</b>                                                                      |                                                                                                                               |                                                                                  |
| <b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i> |                                                                                                                               |                                                                                  |
| <b>Relevant Experience (From most recent):</b>                                                   |                                                                                                                               |                                                                                  |
| <b>Period: From – To</b>                                                                         | <b>Name of activity/ Project/ funding organisation, if applicable:</b>                                                        | <b>Job Title and Activities undertaken/Description of actual role performed:</b> |
| <i>e.g. June 2010 - January 2015</i>                                                             |                                                                                                                               |                                                                                  |
| <i>Etc. January 2004 - June 2010</i>                                                             |                                                                                                                               |                                                                                  |
| <i>Etc.</i>                                                                                      |                                                                                                                               |                                                                                  |
| <i>Etc.</i>                                                                                      |                                                                                                                               |                                                                                  |
| <b>References no.1 (minimum of 3):</b>                                                           | <i>Name<br/>         Designation<br/>         Organization<br/>         Contact Information – Address; Phone; Email; etc.</i> |                                                                                  |
| <b>Reference no.2</b>                                                                            | <i>Name<br/>         Designation<br/>         Organization<br/>         Contact Information – Address; Phone; Email; etc.</i> |                                                                                  |
| <b>Reference no.3</b>                                                                            | <i>Name<br/>         Designation<br/>         Organization<br/>         Contact Information – Address; Phone; Email; etc.</i> |                                                                                  |

## PART 2 - FORM OF TENDER

## LETTER OF TENDER

NAME OF CONTRACT: **Construction of Main Electrical Power Supply line (KY WWTP)**

TO: Khaled Shahwan  
Deputy Special Representative of the Administrator (Operations) – UNDP/PAPP;  
3 Yakubi Street;  
Jerusalem, 9119;  
P.O. Box: 51359

We have examined the Conditions of Contract, Specification, Drawings, the Additional Documents provided by the Employer, Bill of Quantities, the other Schedules, the attached Appendix and Addenda Nos ..... for the execution of the above-named Works. We offer to execute and complete the Works and remedy any defects therein in conformity with this Tender which includes all these documents, for the sum of (in currencies of payment) .....

or such other sum as may be determined in accordance with the Conditions of Contract.

We agree to abide by this Tender until..... and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature ..... In the capacity of .....

duly authorised to sign tenders for and on behalf of .....  
.....

Address: .....  
.....

Date: .....



## **PART 3 – APPENDIX TO TENDER**

Appendix to Tender, related to General Conditions

[Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted]

| Item                                | Sub-Clause                                       | Data                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employer's name and address.....    | 1.1.2.2. Parties and Persons & 1.3 Communication | United Nations Development Programme/ Programme of Assistance to the Palestinian People (UNDP/PAPP)<br><br>Mr. Roberto Valent<br>Special Representative of the Administrator<br>United Nations Development Programme/ Programme of Assistance to the Palestinian People<br>3 Ya'kubi Street<br>PO Box 51359<br>Jerusalem<br>Tel: (972 2) 626 8200<br>Fax: (972 2) 6268222 |
| Contractor's name and address.....  | 1.1.2.3. Parties and Persons & 1.3 Communication | .....<br>.....<br>.....                                                                                                                                                                                                                                                                                                                                                   |
| Engineer's name and address.....    | 1.1.2.4. Parties and Persons & 1.3 Communication | Consortium ARTELIA Ville & Transport/ Universal Group<br><br>Mr Andreas Enzinger<br>Project Manager<br>6, rue de Lorraine<br>31130 Echirrolles – France<br>Tel: +33 4 76 33 42 06<br>Fax: +33 4 76 33 41 96                                                                                                                                                               |
| Time for Completion of the Works... | 1.1.3.3 Dates, Tests, Periods and Completion.    | 6 months                                                                                                                                                                                                                                                                                                                                                                  |
| Defects Notification Period.....    | 1.1.3.7 Dates, Tests, Periods and Completion     | 18 months                                                                                                                                                                                                                                                                                                                                                                 |
| Maintenance Period...               | 1.1.3.10 Dates, Tests, Periods and Completion    | 18 months                                                                                                                                                                                                                                                                                                                                                                 |

|                                                                             |                                                    |                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electronic transmissions systems....                                        | 1.3<br>Communication                               | Original documents sent by mail or courier. Coloured PDF copies of documents incorporating signature of authorized persons transmitted by email to the UNDP Programme Manager : Mr. Ashraf Abu Shamala<br>Email: <a href="mailto:ashraf.shamala@undp.org">ashraf.shamala@undp.org</a> |
| Governing law                                                               | 1.4 Law and language                               | General principles of international commercial law                                                                                                                                                                                                                                    |
| Ruling language.....                                                        | 1.4 Law and language                               | English                                                                                                                                                                                                                                                                               |
| Language for communications.....                                            | 1.4 Law and language                               | English                                                                                                                                                                                                                                                                               |
| Time for access to the Site.....                                            | 2.1 Right of Access to the Site                    | Handing Over the Plant Site                                                                                                                                                                                                                                                           |
| Amount of Performance Security....                                          | 4.2 Performance Security                           | 10% of the Contract Amount, in the currencies and proportions in which the Contract Price is payable                                                                                                                                                                                  |
| Normal working hours.....                                                   | 6.5 Working hours                                  | 8:00 to 15:00, 5 days a week (Sunday to Thursday)                                                                                                                                                                                                                                     |
| Delay damages for the Works.....                                            | 8.7 Delay damages & 14.15(b) Currencies of Payment | 0.05% of the final Contract Price per day.<br><br>The Currency of the Contract Price and Payment is USD                                                                                                                                                                               |
| Maximum amount of delay damages...                                          | 8.7 Delay damages                                  | 10% of the final Contract Price.                                                                                                                                                                                                                                                      |
| Percentage for adjustment of Provisional Sums, including day works, if any. | 13.5(b) Provisional Sums                           | 5%                                                                                                                                                                                                                                                                                    |
| Adjustments for Changes in Cost                                             | 13.8 Adjustments for Changes in Cost               | Refer to clause 13.8 of the Particular Conditions (Clause 13.8 not applicable)                                                                                                                                                                                                        |
| Total advance payment.....                                                  | 14.2 Advance Payment                               | 20 % of the Accepted Contract Amount                                                                                                                                                                                                                                                  |
| Number and timing of instalments.....                                       | 14.2 Advance Payment                               | One instalment payable 45 days after receipt by the Employer of Performance Security, Advance payment guarantee and due invoice.                                                                                                                                                      |
| Start repayment of advance payment...                                       | 14.2(a) Advance Payment                            | When payments are 10% of the Accepted Contract Amount less Provisional Sums                                                                                                                                                                                                           |

|                                                                                                      |                                                                 |                                                       |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------|
| Repayment amortisation of advance payment.....                                                       | 14.2(b) Advance Payment                                         | 25%                                                   |
| Percentage of retention                                                                              | 14.3(c)                                                         | 0.0%                                                  |
| Limit of Retention Money                                                                             | 14.3(c)                                                         | 0% of the Contract amount                             |
| Minimum amount of Interim Payment Certificates                                                       | 14.6 Issue of Interim Payment Certificates                      | 10% of the Accepted Contract Amount                   |
| Currency/currencies of payment.....                                                                  | 14.15 Currencies of Payment                                     | United States Dollar (USD)                            |
| Periods for submission of insurance:<br>(a) evidence of insurance.....<br>(b) relevant policies..... | 18.1 General Requirements for Insurances                        | 28 days<br>90 days                                    |
| Minimum amount of third party insurance.....                                                         | 18.3 Insurance against Injury to Persons and Damage to Property | 150,000 USD for any claim, number of claims unlimited |

Signature ..... In the capacity of .....

duly authorised to sign tenders for and on behalf of .....

.....

Address: .....

.....

Date: .....

## **PART 4 – ANNEXES OF FORM**

## Annex B FORM OF TENDER SECURITY

Brief description of Contract.....

Name and address of Beneficiary.....  
..... (whom the tender documents define as the Employer).

We have been informed that..... (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (*name of bank*) .....hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(say: ..... ) upon your first written demand and without cavil or argument, and without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Our obligations under this guarantee constitute direct primary, irrevocable and unconditional obligations. No action, event or condition which by any applicable law may operate to free us from liability under this guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this guarantee will be irrevocable and, except as stated in this guarantee, unconditional in all respects. We further agree that no modification of the Contract shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such modification.

The written demand must be received by us on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*)....., when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including you the Beneficiary, which are hereby expressly reserved..

Date .....

Signature(s) .....

## Annex C FORM OF PERFORMANCE SECURITY – DEMAND GUARANTEE

Brief description of Contract.....

Name and address of Beneficiary.....  
..... (whom the Contract defines as the Employer).

We have been informed that..... (hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (*name of bank*) .....hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the "guaranteed amount", say: ..... ) upon your first written demand and without cavil or argument, and without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Our obligations under this guarantee constitute direct primary, irrevocable and unconditional obligations. No action, event or condition which by any applicable law may operate to free us from liability under this guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this guarantee will be irrevocable and, except as stated in this guarantee, unconditional in all respects. We further agree that no modification of the Contract shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such modification.

The written demand must be received by us on or before (*the date 70 days after the expected issuance of Performance Certificate by Employer*) ..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including you the Beneficiary, which are hereby expressly reserved.

Date ..... Signature(s)

.....

## Annex E FORM OF ADVANCE PAYMENT GUARANTEE

Brief description of Contract.....

Name and address of Beneficiary.....  
..... (whom the Contract defines as the Employer).

We have been informed that..... (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank*) .....hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the "guaranteed amount", say: ..... ) upon your first written demand and without cavil or argument, and without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

Our obligations under this guarantee constitute direct primary, irrevocable and unconditional obligations. No action, event or condition which by any applicable law may operate to free us from liability under this guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this guarantee will be irrevocable and, except as stated in this guarantee, unconditional in all respects. We further agree that no modification of the Contract shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such modification.

This guarantee shall become effective upon receipt [of the first instalment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

The written demand must be received by us on or before (*the date 70 days after the expected expiry of the Time for Completion*) ..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including you the Beneficiary, which are hereby expressly reserved.

Date .....

Signature(s) .....



## Annex F FORM OF RETENTION MONEY GUARANTEE

Brief description of Contract.....

Name and address of Beneficiary.....  
..... (whom the Contract defines as the Employer).

We have been informed that..... (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank*) .....hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of .....(the "guaranteed amount", say: ..... ) upon your first written demand and without cavil or argument, and without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract with a copy being passed to us.

Our obligations under this guarantee constitute direct primary, irrevocable and unconditional obligations. No action, event or condition which by any applicable law may operate to free us from liability under this guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this guarantee will be irrevocable and, except as stated in this guarantee, unconditional in all respects. We further agree that no modification of the Contract shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such modification.

The written demand must be received by us at this office on or before (*the date 70 days after the expected expiry of the Defects Notification Period for the Works*) ..... (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including you the Beneficiary, which are hereby expressly reserved.

Date .....

Signature(s) .....

## CONTRACT AGREEMENT

This agreement made the .....day of .....20.....

Between .....of..... (hereinafter called the "Employer") of the one part,  
And .....of..... (hereinafter called the "Contractor") of the other  
part

**Whereas** the Employer desires that the Works known as ..... should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) The Letter of acceptance dated .....
  - (b) The Letter of Tender dated .....
  - (c) The Addenda nos. ....
  - (d) The Conditions of Contract
  - (e) The Specification
  - (f) The Drawings,
  - (g) The completed Schedules, and
  - (h) The Contractor's documents :  
Methodology of implementation  
Works schedule
- Other Documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED by:.....

SIGNED by:.....

for and on behalf of the Employer in the presence  
of

for and on behalf of the Contractor in the presence  
of

Witness: .....

Witness: .....

Name: .....

Name: .....

Address: .....

Address: .....

Date: .....

Date: .....

## ***FORM POWER OF ATTORNEY***

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature: .....

*(A person or persons authorised to sign on behalf of the Tenderer)*



# Construction of Main Electrical Power Supply line For the Construction of Khan Younis Waste Water Treatment Plant Project (KY WWTP)

## Tender Documents Conditions of Contract

Executing Entity: UNDP/PAPP

Employer: UNDP

June 2018

Consultant



## **VOLUME 1 – CONDITIONS OF CONTRACT AND PRICES SCHEDULES**

**PART 1 - PARTICULAR CONDITIONS OF CONTRACT**

**PART 2 - GENERAL CONDITIONS OF CONTRACT**

**PART 3 – SCHEDULES OF PRICE**

## **PART 1 – PARTICULAR CONDITIONS OF CONTRACT**

The Conditions of Contract comprise the "General Conditions" of the "Conditions of Contract for Construction For Building and Engineering Works Designed by the Employer", First Edition 1999, published by the Fédération Internationale des Ingénieurs-Conseils (the "FIDIC® Conditions of Contract"), and the following "Particular Conditions" which include amendments and additions to the General Conditions of the FIDIC® Conditions of Contract.

Unless specifically amended by these Particular Conditions, all clauses remain as presented in the General Conditions of the FIDIC® Conditions of Contract.

## Clause 1 – General Provisions

### Sub-Clause 1.1 – Definitions

Replace sub-clause 1.1.1.5 (definition of Specification) with the following:

1.1.1.5 **"Specification"** means the following documents:

- (a) Volume 2- Specification, Part 1- General Requirements
- (b) Volume 2- Specification, Part 2- Technical Specifications Electrical Works
- (c) Volume 4 – Additional Documents.

*as included in the Contract, and any additions and modifications to the specification in accordance with the Contract and any modification or addition made by the Engineer during implementation. Such documents specify the Works.*

Add the following to Sub-Clause:

1.1.1.6 **"Drawings"** after "...issued by (or on behalf of) the Employer": *"or approved by the Engineer for the execution of the Contract"*

Delete sub-clause 1.1.2.9 (definition of DAB).

Add the following new Sub-Clause:

1.1.2.9 **"Senior Beneficiary"** means the Palestinian Water Authority, the Coastal Municipalities Water Utility and Khan Younis Municipality.

Add the following new Sub-Clause:

1.1.3.10 **"Maintenance Period" or "M Period"** means the period during which the Contractor shall be in charge to maintain the power supply in accordance with the provisions of Specification, and as stated in the Appendix to Tender calculated from the Taking Over Certificate .

Replace the text of Sub-Clause 1.1.6.2 by

**"Country"** means State of Palestine (Gaza Strip) in which the Site is located, where the Permanent Works are to be executed.

### Sub-Clause 1.2 – Interpretation

Add the following:

(e) *Wherever these Conditions require the Contractor to indemnify the Employer from any matter, the Contractor shall also indemnify the Engineer and the Senior Beneficiary from the same matter."*

### **Sub-Clause 1.3 - Communications**

Add the following:

*"All notices and documents required to be submitted by the Contractor shall also be submitted electronically in formats that can be read by:*

- *Microsoft Word 2003 (or later version) – for text*
- *AutoCAD version 2005 (or later version) – for drawings*
- *Microsoft Project 2003 (or later version) – for planning*
- *Microsoft Excel 2003 (or later version) – for numerical information"*

### **Sub-Clause 1.4 – Law and Language**

Sub-clause 1.4 is deleted in its entirety and replaced by the following:

*The Contract shall be governed by and construed in accordance with general principles of international commercial law.*

*If there are versions of any part of the Contract which are written in more than one language, the English version shall prevail.*

*The language for communications shall be that stated in the Appendix to Tender. If no language is stated there, the language for communications shall be the English language.*

### **Sub-Clause 1.6 – Contract Agreement**

Replace *"the form annexed to the Particular Conditions"* by *"the form included in the Tender Document"*.

### **Sub-Clause 1.7 – Assignment**

Add at the end of Sub-Clause 1.7 the following paragraph:

*Notwithstanding anything in this Contract to the contrary, the Employer may assign, without requiring approval of any party including the Contractor or the Engineer, its rights and obligations under this Contract to the Senior Beneficiary or any other entity within Employer's discretion.*

### **Sub-Clause 1.9 – Delayed Drawings or Instructions**

Second paragraph of Sub-Clause 1.9 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

Delete the following wording at the end of Sub-Clause 1.9:

*Cost or profit*

### **Sub-Clause 1.10 – Employers use of Contractor's documents**

The sub-clause 1.10 is replaced by the following sub-clause 1.10:

*1.10.1 Except as is otherwise expressly provided in writing in the Contract, the Employer shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the Employer under the Contract and which bear a direct relation to or*



are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Employer.

1.10.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Employer does not and shall not claim any ownership interest thereto, and the Contractor grants to the Employer a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

1.10.3 At the request of the Employer; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Employer in compliance with the requirements of the applicable law and of the Contract.

1.10.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be made available for use or inspection by the Employer at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to Employer authorized officials on completion of work under the Contract.

#### **Sub-Clause 1.11 – Contractor's use of Employers documents**

In the first paragraph; line three, add the following sentence after "the Employer.":

*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 and at the end of the O&M Period; 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.*

#### **Sub-Clause 1.12 – Confidential details**

Add the following at the end of the Sub-Clause:

*"The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer, whose decision shall be final."*

#### **Sub-Clause 1.13 – Compliance with Laws**

Paragraph (a) of Sub-Clause 1.13 is deleted in its entirety and replaced with the following:

- (a) *the Contractor shall obtain the planning, zoning or similar permission for the Works, and any other permissions described in the Specification; for the avoidance of doubt, it is understood that in all cases the Contractor shall be responsible for obtaining the required permits from the competent authorities for the Works and no claim whatsoever will be accepted by the Employer for additional costs that may be incurred in obtaining the permits.*

At the end of Sub-Clause 1.13, add the following:

- (c) Any element of taxes, duties and fees applicable to the price of locally produced and/or supplied goods shall be deemed to be included in the rates and prices stated in the Contract and no claim shall be entertained in respect thereof.

At the end of Clause 1, add the following Sub-Clauses:

#### **Sub-Clause 1.15 – Legal relationship**

*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 assure the performance of the Contractor of its obligations under the contract, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any sub-contractor(s) of the Contractor.*

#### **Sub-Clause 1.16 – Records and accounts**

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

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

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

#### **Sub-Clause 1.17 – Publicity and Use of the Name, Emblem or Official Seal of the United Nations or UNDP**

*The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Employer, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or the Employer, or any abbreviation of the name of the United Nations or the Employer in connection with its business or otherwise without the written permission of the Employer.*

*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 written approval from the Employer.*

#### **Sub-Clause 1.18 – Tax Exemption**

*Article II, 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 (including the Employer), is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the Employer from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the Employer to determine a mutually acceptable procedure.*

*The Contractor authorizes the Employer to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the Employer before the payment thereof and the Employer has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the Employer with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the Employer shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the Employer and paid by the Contractor under written protest.*

### Sub-Clause 1.19 – Standards of Conduct

*The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of Employer. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:*

- 1.19.1** *The UN Supplier Code of Conduct;*
- 1.19.2** *UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");*
- 1.19.3** *UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;*
- 1.19.4** *UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;*
- 1.19.5** *UNDP Vendor Sanctions Policy; and*
- 1.19.6** *All security directives issued by Employer.*

*The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.*

### Sub-Clause 1.20 – Anti-terrorism

*The Contractor agrees to undertake all reasonable efforts to ensure that none of the Employer 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 the Employer 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 [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.*

### Sub-Clause 1.21 – Child Labour

*The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.*

### Sub-Clause 1.22 – Mines

*The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.*

### **Sub-Clause 1.23 – Sexual Exploitation:**

1.23.1 *In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.*

1.23.2 *The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.*

1.23.3 *The Employer 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.*

### **Sub-Clause 1.24 – Essential Terms**

*The Contractor acknowledges and agrees that each of the provisions in Sub-clauses 1.13 and 1.19 through 1.23 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Employer to terminate the Contract or any other contract with the Employer immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of the Employer to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.*

### **Sub-Clause 1.25 – Non-Waiver of Rights**

*The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.*

### **Sub-Clause 1.26 – Confidential Nature of Documents and Information**

*Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:*

1.26.1 *The Recipient shall:*

1.26.1.1 *use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,*

1.26.1.2 *use the Discloser's Information solely for the purpose for which it was disclosed.*

1.26.2 *Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Sub-clause 1.26, the Recipient may disclose Information to:*

- 1.26.2.1 any other party with the Discloser's prior written consent; and,
- 1.26.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means: a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 1.26.2.2.1 any entity over which the Party exercises effective managerial control; or,
- 1.26.2.2.2 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 1.26.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the Employer sufficient prior notice of a request for the disclosure of Information in order to allow the Employer to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 1.26.4 The Employer may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 1.26.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 1.26.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

### **Sub-Clause 1.27 – Local Context**

The Contractor represents that it is aware of and has considered in its bid price, the security and local circumstances of the Gaza Strip, including without limitation closures of border crossings between the Gaza Strip and Israel, delays in custom procedures, delays in access for people, supplies and construction materials and equipment into the Gaza Strip, which could affect the progress of Works. The Contractor further represents that it has familiarized itself with these circumstances through the construction and maintenance stages of the Works and has taken into account all the consequences that may arise due to these circumstances.

The Contractor further represents that it is aware of the political, diplomatic and legal context prevailing in the Gaza Strip and shall abstain from contacts of a political nature. Should issues relating to the specific political, legal and diplomatic context arise in the implementation of this Contract, the Contractor shall immediately inform the Engineer and the Employer. The Contractor shall not disclose such issues to third parties.

### **Sub-Clause 1.28 – Privileges and Immunities**

Nothing in or related to the Contract Documents shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## Clause 2 – The Employer

### Sub-Clause 2.1 – Right of Access to the Site

Third paragraph of Sub-clause 2.1 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

Delete the following wording at the end of Sub-Clause 2.1:

*Cost or profit*

At the end of Sub-Clause 2.1, add the following paragraph:

*Should the Contractor require the temporary use of any additional land to that of the Site for the purposes of storage, working space or additional points of access, he shall be responsible for obtaining all necessary permits and agreements from the relevant authorities and land owners and shall bear all the related costs and expenses. The Contractor will be responsible for all matters arising from the use of such land and the Employer shall have no liability in respect of such use by the Contractor.*

### Sub-Clause 2.2 – Permits, Licenses or Approvals

Add at the end of the Sub-Clause:

*It is the sole responsibility of the Contractor to obtain, within a reasonable period, all necessary permissions, licenses or approvals from the related authorities for construction and operation. Delay in obtaining these permissions, licenses or approvals shall not entitle the Contractor to any additional payment but the Contractor may be entitled to extension of Time for Completion under Sub-Clause 8.4 [Extension of Time for Completion].*

### Sub-Clause 2.5 – Employer's Claims

Add the following after "shall" on the first line of the third paragraph:

*, promptly,*



## Clause 3 – The Engineer

### Sub-Clause 3.1 – Engineer's Duties and Authority

Add the following wording at the end of the second paragraph:

*, except as specifically provided for in the Contract with respect to variations of the form, quality and quantity of the Works, related payments and Extensions of Time.*

At the end of Sub-Clause 3.1, add the following paragraph:

*The Engineer shall obtain the approval of the Employer before taking the following actions:*

- (a) *Delegation of duties and authority by the Engineer pursuant to Sub-Clause 3.2*
- (b) *Issuing a commencement notice pursuant to Sub-Clause 8.1*
- (c) *Issuing any determination pursuant to Sub-Clause 8.4 – Extension of Time for Completion*
- (d) *Issuing any instruction to suspend progress of the Works pursuant to Sub-Clause 8.8 – Suspension of Work*
- (e) *Issuing any Taking-Over Certificate pursuant to Sub-Clauses 10.1 and 10.2*
- (f) *Issuing any Performance Certificate pursuant to Sub-Clause 11.9*
- (g) *Issuing any instruction or determination pursuant to Sub-Clauses 13.1, 13.2, 13.3, 13.4, 13.5, and 13.6.*
- (h) *Issuing any determination or making any agreement pursuant to Sub-Clause 15.3 – Valuation at Date of Termination*
- (i) *Decision on extension of Time for Completion or additional payment upon request by Contractor pursuant to Sub-Clause 20.1.*

### Sub-Clause 3.4 – Replacement of the Engineer

Delete sub-clause 3.4 and replace with:

*In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable Engineer. The Employer shall give notice to the Contractor of the name [, address and relevant experience] of the replacement engineer before the date of replacement.*

At the end of Clause 3 – The Engineer, add the following Sub-Clauses:

### Sub-clause 3.6 Transfer of Engineer's Duties to the Employer

*All of the duties and authorities vested in the Engineer pursuant to the Contract, shall pass to the Employer on the date of issue of the Performance Certificate.*

### Sub-Clause 3.7 Progress and Management Meetings

*The Engineer may require the Contractor and subcontractors to attend progress and management meetings (weekly, monthly and others as may be required by the Employer) in order to review the progress of the Works and the arrangements for future work. The Engineer shall record the business of management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibility for any actions to be taken shall be ascribed and should be consistent with the obligations set out in the Contract.*

## Clause 4 – The Contractor

### Sub-Clause 4.1 – Contractor's General Obligations

Add the following words after "shall" on the first line:

*, with due care and diligence,*

Add the following words after "complete" on the second line:

*and maintain for two years.*

Add the following words after "completion" on the last line of the second paragraph:

*, remedying of defects and maintenance for one and half year .*

Add the following words after "construction" on the second line of the third paragraph:

*and maintenance .*

Add the following words after "arrangements" on the second line of the fourth paragraph:

*, time schedule, list of Contractor's staff, list of equipment/machinery, calculation sheet, Drawings*

Add after the last paragraph in Sub-Clause 4.1 the following text:

- 1 *The Contractor shall comply with all of its obligations and the other terms and conditions set forth in the contract.*

*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 the fullest regard for the interest of the Employer.*

### Sub-Clause 4.2 – Performance Security

Add after the first paragraph:

*"The Employer reserves the right to reject a Performance Security at its sole discretion, if not issued by a financial institution approved by the Employer. In this case the Contractor has the obligation to promptly replace the Performance Security with one from a financial institution that is confirmed as satisfactory by the Employer"*

Delete the first sentence of the third paragraph and replace with the following text:

*The Contractor shall ensure that the Performance Security is valid and enforceable until the Performance Certificate has been issued by the Engineer, with the written approval of the Employer.*

Delete the following paragraph:



*The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.*

In the last paragraph, replace "21 days" with "45 days."

Add a final paragraph as follows:

*Whenever the Engineer determines an addition to the Contract Price amounting to more than ten (10%) percent of the Accepted Contract Amount, after getting the Employer's approval, the Contractor, upon the Engineer's written request, shall promptly increase the value of the Performance Security by an equal percentage.*

#### **Sub-Clause 4.3 – Contractor's Representative**

Add the following wording at the end of the sixth paragraph:

*and the Engineer has given his consent*

#### **Sub-Clause 4.4 – Sub contractors**

First paragraph of sub-clause 4.4 is deleted and replaced with the following:

*The Contractor shall not subcontract more than 40% of the Works.*

Add the following wording at the end of (b):

- (b) *the approval of proposed subcontractors will be based on the evaluation of their proved experience. The Engineer decision will be final.*

Insert new sub-paragraph (e):

*(e) The acceptance or approval of the Employer of any Subcontractor pursuant to (a) or (b) above 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.*

#### **Sub-Clause 4.7 – Setting Out**

Replace the first paragraph of Sub-Clause 4.7 with the following:

*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."*

Delete all paragraphs after the first paragraph.

#### **Sub-Clause 4.8 – Safety Procedures**

Add the following words after “Site” on (b):

*under all weather conditions*

Delete the following wording at the beginning of (c):

*use reasonable efforts to*

Add the following words after “provide” on (d) and (e):

*and maintain*

Add the following after (e):

*(f) Dewater excavations and keep the Site free from water under all weather conditions*

#### **Sub-Clause 4.9 – Quality Assurance**

In Sub-Clause 4.9, add after the last paragraph:

*The Quality Assurance system shall:*

- (a) ensure that all materials and plant delivered to Site are traceable as compliant with a recognized international standard for the material or plant,*
- (b) include procedures for checking compliance and filing of compliance certificates, and*
- (c) include an electronic and paper filing system for storing all certificates and delivery dates.*

#### **Sub-Clause 4.10 – Site Data**

After (e) add the following:

*(f) Country’s border and crossings circumstances,*

#### **Sub-Clause 4.12 – Unforeseeable Physical Conditions**

Fourth paragraph of Sub-Clause 4.12 is deleted in its entirety and replaced with the following:

*If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

Delete sixth paragraph of Sub-Clause 4.12.

#### **Sub-Clause 4.15 – Access Route**

Delete “as between the Parties” after “shall” on the first line of the sentence (a)

#### **Sub-Clause 4.16 – Transport of Goods**

Add “obtaining any permits, licences or approvals for transporting” after “loading,” on the first line of (b)

#### **Sub-Clause 4.18 – Protection of the Environment**

Delete “take all reasonable steps to” after “shall” on the first line.

Add the following wording after “(both on and off the Site)” on the second line of the first paragraph:

*in accordance with national and international environmental regulations*

Add the following wording at the end of the first paragraph:

*to minimum acceptable levels*

Add the following sentence at the end of sub-clause 4.18:

*Consistent with UNDP’s Programme and Operations Policies and Procedures, social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/content/undp/en/home/operations/accountability/secu-srm/>). The Contractor shall conduct its activities under this Contract in a manner consistent with the UNDP Social and Environmental Standards, and implement any measure identified by the parties to comply with such standards, raised through the Accountability Mechanism or otherwise. The Contractor shall cooperate in good faith with any exercise to evaluate compliance with the UNDP Social and Environmental Standards, and any investigation relating thereto, including without limitation providing access to project sites, relevant personnel, information, and documentation. The Contractor shall ensure that the above provisions are included in all sub-contracts or sub-agreements entered into in connection with the Contract.*

#### **Sub-Clause 4.22 – Security of the Site**

Add the following words to sentence (b) after “Employer’s personnel” on the second line:

*, the Engineer’s authorized personnel, the Senior Beneficiary’s authorized personnel and the donors’ representatives,*

#### **Sub-Clause 4.23 – Contractor’s Operations on Site**

Replace the third paragraph by the following paragraph:

*Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove from the Site, all Contractor’s Equipment, surplus materials, wreckage, rubbish and Temporary Works that are related to the Works for which the Taking-Over Certificate has been issued. The contractor shall leave the Site and the Works in a clean and safe condition. Any such equipment or materials that the Contractor may require for use during the Defects Notification Period and/or during the Maintenance Period may be retained on the Site subject to the Engineer’s prior written consent. Material and waste disposal shall be in accordance with national and international regulations.*

Add at the end of sub-clause 4.23:

*No important operation of any kind, especially cutting through or closing existing roads, water conduits or public utilities shall be carried out without the written consent of the Engineer. The Contractor shall apply to the Engineer in writing for such consent, at least 14 days prior to the proposed start of such operation. The Contractor*

*shall include with the application full details of the operation, the programme of the operation, the major items of plant to be employed and enclose copies of all necessary permits obtained in accordance with the Sub-Clause 1.13.*

*All temporary traffic and footway variations shall be made in accordance with local requirements and shall include all necessary temporary signposting and signals.*

#### **Sub-Clause 4.24 – Fossils**

Second sentence of second paragraph of Sub-Clause 4.24 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

#### **Sub-Clause 4.25 – Existing Services**

Add new Sub-Clause 4.25:

*The Contractor shall acquaint himself by whatever means necessary with the position of all existing roads and services of any kind including drains, telephone, electricity lines and poles, water pipes, sewers and the like, before any excavation or other work likely to affect the existing services is commenced.*

*The Contractor will be liable for all damage to roads and services of any kind caused by him or his Subcontractors in the execution of the Works. He shall make good any such damage at his own expense and to the complete satisfaction of the Engineer as soon as possible, and in any event within the Time for Completion.*

*The Contractor shall make all necessary arrangements with the relevant local bodies and owners for the removal and reinstatement of all services as agreed with or instructed by the Engineer. The Contractor will pay the cost of these works.*

#### **Sub-Clause 6.7 – Health and Safety**

First paragraph, add "Employer's Personnel and the Engineer's Personnel" after "Contractor's Personnel"

At the end of Sub-Clause 6.7, add the following:

*The responsibility for the safety and security of the Contractor and its personnel and property, and of Employer's property, project's Plant, material and equipment in the Contractor's custody, rests with the Contractor.*

*The Contractor shall:*

- a) *Put in place an appropriate safety and security plan and maintain the safety and 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 safety and security, and the full implementation of the safety and security plan.*

*The Employer 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 safety and security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain*

*solely responsible for the safety and security of its personnel and for the Employer's property in its custody as set forth in sub-clauses 4.1 and 4.8.*

### **Sub-Clause 6.8 – Contractor's Superintendence**

Insert at the end of Sub-Clause 6.8 the following wording:

*A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the Arabic language or the Contractor shall have a sufficient number of competent interpreters, at its own cost, available on Site during all working hours.*

### **Sub-Clause 6.10 – Records of Contractor's Personnel and Equipment**

Add the following wording after "month" on the third line of the first paragraph:

*and at the commencement of any major part of the Work*

### **Sub-Clause 6.11– Disorderly Conduct**

Add the following paragraphs at the end of this Sub-Clause:

*With respect to the Contractor, Subcontractors and all their respective employees:*

*(a) The Contractor shall not allow the bringing, selling or consumption of alcoholic drinks or drugs on the Site;*

*(b) The Contractor shall not allow the bringing, selling or illegal carrying of weapons and ammunition on the Site;*

*The Contractor shall bear any additional cost and expenses (taxes, duties, penalties, insurance, overtime, etc.) arising as a consequence of a contravention of this Sub-Clause by the Contractor's personnel.*

At the end of Clause 6, add the following Sub-Clauses:

### **Sub-Clause 6.12 - Festivals and Religious Customs**

*In dealing with his staff and labour, the Contractor shall respect the local recognized festivals, days of rest and religious or other customs.*

### **Sub-Clause 6.13 - Employment of Foreign Personnel and Labour**

*The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that local rules are followed concerning residence and work.*

### **Sub-Clause 6.14 - Repatriation of Personnel and Labour**

*The Contractor shall be responsible for the return to the place they were recruited or their domicile of such persons, as he recruited and employed for the purposes of or in connection with the Contract; and he shall maintain such persons, as are to be returned, in a suitable manner until they shall have left the Site or, in case of persons who are not nationals of or have been recruited outside the areas, shall have left the areas.*

### **Sub-Clause 6.15 - Measures against Insect and Pest Nuisance**

*The Contractor shall at all-time take necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance by the same.*

### **Sub-Clause 6.16 - Epidemics**

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

### **Sub-Clause 6.17 - Burial of the Dead**

*The Contractor shall make the necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in the areas. The Contractor shall also be responsible, to the extent required by local regulations, for making any arrangement with regard to burial of any of his local employees who may die while engaged upon the Works.*

### **Sub-Clause 6.18 Rates of Wages and Conditions of Labour**

*The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or industry in which the Contractor is engaged are similar.*

## **Clause 7 – Plant, Materials and Workmanship**

### **Sub-Clause 7.3 – Inspection**

Before the first line add the following words:

*The Contractor shall pay the cost of transport, flights tickets and accommodation of the Employer's Personnel (or any representatives duly nominated) and the Engineer's Personnel (for 4 persons for both sides, for 2 times) to inspect at all places Plant and Material's manufacturing, storing, testing, packing and delivering facilities.*

Replace the first line "The Employer's Personnel shall at all reasonable times:" with the following text:

*The Employer's and the Engineer's Personnel and the Senior Beneficiary's authorized personnel and the donors' representatives shall at all reasonable times, including during the maintenance Period:*

On the first line of the second paragraph after "Employer's Personnel" insert the following words:

*and the Engineer's Personnel and the Senior Beneficiary's authorized personnel and the donors' representatives*

### **Sub-Clause 7.4 – Testing**

Fifth paragraph of Sub-Clause 7.4 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

### **Sub-Clause 7.5 – Rejection**

After the second paragraph add the following:

*If the retested plant or material is found to be defective or otherwise not in accordance with the Contract, the Engineer may request replacement from different source. The Contractor shall bear the Cost of such replacement.*

### **Sub-Clause 7.7 – Ownership of Plant and Materials**

Replace the text by:

*Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer when it is delivered to the Site, free from liens and other encumbrances.*

### **Sub-Clause 7.8 – Royalties**

At the end of Sub-Clause 7.8 delete the following:

*, except to the extent that disposal areas within the Site are specified in the Contract*

## **Clause 8 – Commencement, Delays and Suspension**

### **Sub-Clause 8.1 – Commencement of Work**

Add the following wording at the end of the first paragraph:

*On the date indicated in the Commencement Date Notice, the Time for Completion will be "on".*

### **Sub-Clause 8.2 – Time for Completion**

Add the following wording at the beginning of the sub-clause:

*Time is of the essence and the Time for Completion shall not be longer than 6 months from the Commencement Date. It is critical that the Contractor conducts contractual project's procedure, designs, commences construction, constructs, tests and commissions the project in a pace achieving the Time for Completion.*

*The 18 months of the Maintenance Period are not included in the Time for Completion. This period will start immediately after the issuance of the Taking Over Certificate of the project.*

### **Sub-Clause 8.3 – Programme**

After "(ii)" add the following words:

(iii) calculation sheet and drawings of each major part of the works.

After “Employer’s” on the fourth line of the second paragraph, add the following words:

and the Engineer’s

#### **Sub-Clause 8.4 – Extension of Time for Completion**

Add after (e):

*For the avoidance of doubt, with respect to all of the above sub-clauses (a) through (e), but subject to Clause 13, the Contractor shall only be entitled to extension of time but not to any additional payment.*

#### **Sub-Clause 8.5 – Delays Caused by Authorities**

After “Unforeseeable” on line (c) add the following wording:

*or that foreseeable delay or disruption could not have been reasonably avoided.*

#### **Sub-Clause 8.8 – Suspension of Work**

At the end of the first paragraph add the following:

*“Unless such suspension is:*

*(a) Otherwise provided for in the Contract;*

*(b) Necessary by reason of some default of or breach of Contract by the Contractor or for which he is responsible;*

*(c) Necessary by reason of climatic conditions on the Site; or*

*(d) Necessary for the proper execution of the Works or for the safety of the Works and Personnel or any part thereof.”*

*During the M Period, the Employer may, by written notice, order the Contractor to suspend performance of any or all of its obligations. Such notice shall specify the obligation of which performance is suspended, the effective date of suspension and the reason therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the facilities, until ordered in writing to resume such performance. Any suspension that lasts more than 90 days shall be deemed a termination for convenience by the Employer under Sub-Clause 15.5.*

#### **Sub-Clause 8.9 – Consequences of Suspension**

First paragraph of Sub-Clause 8.9 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost from complying with the Engineer’s instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor’s Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*



## **Sub-Clause 8.10 – Payment for Plant and Materials in Event of Suspension**

*This Sub-Clause is deleted from the Contract.*

## **Clause 10 – Employer's Taking Over**

### **Sub-Clause 10.2 – Taking Over of Parts of the Works**

Fourth paragraph of Sub-Clause 10.2 is deleted in its entirety and replaced with the following:

*If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall not be entitled to any additional payment.*

### **Sub-Clause 10.3 – Interference with Tests on Completion**

Third paragraph of Sub-Clause 10.3 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

Add the following new Sub-Clause 10.5 at the end of Clause 10:

*The Taking Over Certificate shall be issued with consideration of the requirements set forth in the document entitled "Volume 2- Specification, Part 1-General Requirements."*

## **Clause 11 – Defects Liability**

### **Sub-Clause 11.1 – Completion of Outstanding Work and remedying Defects**

Add on the second line of (b) :

*"the Engineer"*

before *".. (or on behalf of) the Employer..."*

Replace the last sentence with the following:

*If a defect or damage occurs, the Contractor shall inform the Engineer or the Employer immediately, including in writing.*

### **Sub-Clause 11.8 – Contractor to Search**

Second sentence of Sub-Clause 11.8 is deleted in its entirety and replaced with the following:

*Such defect shall be remedied at the cost of the Contractor.*

### **Sub-Clause 11.9 – Performance Certificate**

Replace the second paragraph in its entirety with the following:

*The Performance Certificate shall be issued within 28 days after the end of the latest of the following periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents:*

- *Maintenance Period*
- *Defects Notification Period of the power supply project*

*A copy of the Performance Certificate shall be provided to the Employer.*

### **Sub-Clause 11.11 – Clearance of the Site**

Replace "Performance Certificate" in the first two paragraphs, by "Taking Over Certificate":

## **Clause 12 – Measurement and Evaluation**

### **Sub-Clause 12.3 – Evaluation**

At the second paragraph, replace the figures in the following items:

- (a) (i) replace 10% by 25%.
- (ii) replace 0.01% by 5%

At the second paragraph, delete item (a) (iii).

At the end the third paragraph delete the following:

*, together with reasonable profit*

## **Clause 13 – Variations and Adjustments**

### **Sub-Clause 13.1 – Right to Vary**

At the end of Sub-Clause 13.1, after "... or approves a Variation", add the following words:  
*"in writing. Variations shall be made by means of a formal addendum to the Contract."*

### **Sub-Clause 13.3 – Variation Procedure**

At the end of (a) add the following words:

*including, time schedule, list of Contractor's staff, list of equipment/machinery, calculation sheet, Drawings and methods which the Contractor proposes to adopt for the execution of the proposed work.*

At the end (b) delete the following:

*and to the Time for Completion*

### **Sub-Clause 13.7– Adjustments for Changes in Legislation**

This Sub-Clause is deleted in its entirety. All references to Sub-Clause 13.7 in the Contract are likewise deleted.

### Sub-Clause 13.8 – Adjustments for Changes in Cost

This Sub-Clause is deleted in its entirety. All references to Sub-Clause 13.8 in the Contract are likewise deleted.

## Clause 14 – Price and Payment

### Sub-Clause 14.1 – The Contract Price

Delete the following text in sub-clause (a) of Sub-Clause 14.1:

and be subject to adjustment in accordance with the Contract  
Add new Sub-Clause 14.1 (e) as follows:

*Tender Prices: The Employer is a tax-exempt entity. All pricing shall be net of any direct taxes or customs duties.*

*This Contract is exempted from Value Added Tax (VAT) and accordingly no Value Added Tax will be paid under this Contract. In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department, the Employer retains the right to en-cash the full amount of the Contractor's advance payment guarantee without prior notice, and if necessary terminate the Contract.*

*Contractor's consumables including fuel, petrol, diesel, lubricants are not exempted from taxes.*

*Contractor's equipment for Temporary Works for its own use, note priced in the schedules, are not exempted from taxes.*

### Sub-Clause 14.4 – Schedule of Payments

Delete the text of the Clause and replace it by the following:

- The Contractor shall be paid as follows:*
- *on invoices according to work progress and actual measurement on site.*

Sub-Clause 14.5 (Plant and Materials intended for the Works) shall not apply.

### Sub-Clause 14.8 – Delayed Payment

Replace Sub-Clause 14.8 in its entirety with:

*The Employer shall pay the Contractor sums due, within the dates on which an admissible payment is registered, in accordance with Sub-Clause 14.7 [Payment]. No payments shall be due to Contractor for any delay in payment.*

### Sub-Clause 14.14 – Cessation of Employer's Liability

Delete the following paragraph:

*However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.*

At the end of Clause 14 add the following Sub-Clause:

#### **Sub-Clause 14.16 - Audit and Investigations**

*14.16.1 Each invoice paid by the Employer shall be subject to a post-payment audit by auditors, whether internal or external, of the Employer or by other authorized and qualified agents of the Employer 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.*

*14.16.2 The Employer may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.*

*14.16.3 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Employer access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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 the Employer hereunder.*

*14.16.4 The Employer shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by the Employer other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to the Employer whose funding is the source of, in whole or in part, the funds for the Works, shall have direct recourse to the Contractor for the recovery of any funds determined by the Employer to have been used in violation of or inconsistent with this Contract.*

### **Clause 16 – Suspension and Termination by Contractor**

#### **Sub-Clause 16.1 – Contractor's Entitlement to Suspend Work**

Fourth paragraph of Sub-Clause 16.1 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

### **Clause 17 – Risk and Responsibility**

#### **Sub-Clause 17.1 – Indemnities**

After "Employer's" on the first line of the first paragraph, add the following words:

the Engineer's

Delete the following paragraph:

*The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].*

Add at the end of this sub- Clause:

*The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.*

### **Sub-Clause 17.2 – Contractor's Care of the Works**

Replace "Taking-Over Certificate" by "Performance Certificate" in all sentences of the Clause.

Delete the following text in the first sentence of the first paragraph of Sub-Clause 17.2: *(or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works*

Delete the last sentence of the first paragraph of Sub-Clause 17.2

### **Sub-Clause 17.3 – Employer's Risks**

Sub-paragraphs (f) and (g) are deleted. All references to these sub-paragraphs in the Contract are likewise deleted.

### **Sub-Clause 17.4 – Consequences of Employer's Risks**

Second paragraph of Sub-Clause 17.4 is deleted in its entirety and replaced with the following:

*If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time of Completion], but shall not be entitled to any additional payment.*

### **Sub-Clause 17.5 – Intellectual and Industrial Property Rights**

Delete the following paragraph:

*The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:*

*(a) an unavoidable result of the Contractor's compliance with the Contract, or*

*(b) a result of any Works being used by the Employer:*

*(i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or*

*(ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.*

## Clause 18 – Insurance

All of the insurance requirements under this Clause 18 shall be the responsibility of the Contractor and shall be complied with by the Contractor until the Performance Certificate has been issued. The Employer shall not be required to take out insurance in connection with the Contract or the Works.

In this Clause 18, the "insuring party" shall refer to the Contractor.

### Sub-Clause 18.1 – General Requirements for Insurances

In the second paragraph, delete:

*"Whenever the Contractor is the insuring Party"*

Delete the third paragraph.

In the sixth paragraph, delete from the 1st sentence:

*"relevant".*

### Sub-Clause 18.2 – Insurance for Works and Contractor's Equipment

Replace "Taking-Over Certificate" by "Performance Certificate" in all sentences of the Clause.

In Sub-Clause 18.2, fourth paragraph, sub-paragraph (d), after "Employer" insert:

*"or the Senior Beneficiary"*

Add the following paragraph at the end of Sub-Clause 18.2:

*"It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature, extent or programme for the execution of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract."*

### Sub-Clause 18.3 – Insurance against Injury to Persons and Damage to Property

In Sub-Clause 18.3, first paragraph, third line, insert after "or to any person":

*", including the personnel of the Senior Beneficiary"*

Insert at the end of the first paragraph:

*Insurance shall include cover against liability to third parties arising from accidents in the areas involving vehicles supplied by the Contractor and used by the Employer, the Engineer, the Senior Beneficiary and the Contractor under the Contract.*

In the third paragraph, sub-paragraph (c), after "Employer's" insert:

*"and the Senior Beneficiary's"*

At the end of this Sub-Clause, add

### **Sub-Clause 18.5 – Complementary Requirements**

*Except for the workmen's compensation insurance, the insurance policies under this Clause shall:*

- *Name UNDP as additional insured;*
- *Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;*
- *Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.*
- *The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.*

## **Clause 19 – Force Majeure**

### **Sub-Clause 19.4 – Consequences of Force Majeure**

The following text shall be added at the end of the first paragraph, clause (b) of Sub-Clause 19.4:

*, provided, that, no event or condition relating to the security and local circumstances of the Gaza Strip, including without limitation closures of border crossings between the Gaza Strip and Israel, delays in custom procedures, delays in access for people, supplies and construction materials and equipment into the Gaza Strip, shall entitle the Contractor to additional payment.*

## **Clause 20 – Claims, Disputes and Arbitration**

The Sub-Clauses 20.1 to 20.8 are deleted in their entirety and replaced by the following:

### **20.1 Contractor's Claims**

*If the Contractor wishes to claim any extension of the Time for Completion under any Clause of these Conditions, or additional payment under Sub-Clause 19.4 of these Conditions, or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. The Contractor shall also submit supporting particulars for the claim and shall keep such records as may be necessary to substantiate the claim. The Contractor shall only be entitled to claim against the Employer in accordance with this Sub-Clause. The Engineer shall proceed, after*

getting the Employer's approval, to agree or determine the Extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion]. For the avoidance of doubt, no claim for additional payment from the Contractor under any circumstances, except under Sub-Clause 19.4, shall be accepted.

#### 20.2 Settlement of Disputes and Engineer's Decision

20.2.1 In the event of any dispute, controversy, or claim between the Parties arising out of or relating to the Contract or the breach, termination, or invalidity thereof, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party. Such reference shall state that it is made pursuant to this Sub-Clause. No later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Sub-Clause.

20.2.2 Unless the Contract has already been repudiated or terminated, the Contractor shall in every case, continue to proceed with the Works with all the diligence and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided, in an amicable settlement or an arbitral award.

20.2.3 If either the Employer or the Contractor is dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the eighty-fourth day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other Party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the Party giving the notice to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 20.5, no arbitration in respect thereof may be commenced unless such notice is given.

20.2.4 If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the Parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Employer and the Contractor.

#### 20.3 Amicable Settlement

20.3.1 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 20.2, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.

20.3.2 Where the Parties wish to seek assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

#### 20.4 Arbitration

##### 20.4.1 Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 20.2; and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 20.3,



*shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The language to be used in the arbitral proceedings shall be the language for communications defined in Sub-Clause 1.4 [Law and Language]. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim*

*20.4.2 Neither Party shall be limited in the proceedings before such arbitrator/s to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 20.2. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.*

*20.4.3 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works.*

*20.5 Failure to Comply with Engineer's Decision*

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 20.2 and the related decision has become final and binding, either Party may, if the other Party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 20.4. The provisions of Sub-Clauses 20.2 and 20.3 shall not apply to any such reference.

The Appendix entitled "GENERAL CONDITIONS OF DISPUTE ADJUDICATION AGREEMENT" is deleted.

## **PART 2 – GENERAL CONDITIONS OF CONTRACT**

The General Conditions of this Contract are the General Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer, the (Red Book), First Edition, issued and published by FIDIC (Fédération Internationale des Ingénieurs Conseils) in 1999.

The Bidders can contact FIDIC for buying these General Conditions at the following address:

FIDIC

Office  
World Trade Center II  
Geneva Airport  
29 Route de Pré-Bois, Cointrin  
CH-1215 Geneva 15, Switzerland  
Postal address  
Box 311, CH-1215 Geneva 15, Switzerland

## PART 3 – SCHEDULES OF PRICE

(ATTACHED)

Electronic Bill formats in Excel is attached. Electronic format bills of quantities (BOQ) must be used by tenderers to price their bills of quantities. Bidder shall submit Bills both electronically and in hard copy signed format. In case of any discrepancy between the soft and the hard copies, the hard copy shall prevail.

UNDP/PAPP, during evaluation stage, shall ensure that the contents of said bills of quantities are unaltered and that it remains identical to that of the original bills of quantities. In case of any discrepancy between the priced BOQ submitted by the bidder and the original bills of quantities, as posted by UNDP, then the original version shall prevail. In case of any alteration (change, addition, modification or deletion) in the original BOQ then this shall cause rejection of the offer.

## VOLUME 2 – SPECIFICATION

### PART 1- GENERAL REQUIREMENTS

### PART 2 - TECHNICAL SPECIFICATIONS – ELECTRICAL WORKS

### PART 3 - TECHNICAL SPECIFICATIONS – CIVIL WORKS

(ATTACHED)

Contractor should **not** submit a copy of the **Specification** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Specification** duly acknowledged (signed/stamped) upon contract signature

## VOLUME 3 – DRAWINGS

(ATTACHED)

Contractor should **not** submit a copy of the **DRAWINGS** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Drawings** duly acknowledged (signed/stamped) upon contract signature

Note: The drawings shall be printed on a good quality plotting paper with proper size as to allow clear and easy reading

## **VOLUME 4 – ADDITIONAL DOCUMENTS, PROVIDED BY THE EMPLOYER**

### **PART 1 – ADDITIONAL DOCUMENTS PROVIDED BY GEDCO**

#### **PART 2 – SAFETY GUIDELINES:**

**SAFETY AND HEALTH IN CONSTRUCTION: AN ILO CODE OF PRACTICE  
SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES: A  
TRAINING MANUAL**

**(ATTACHED)**

Contractor should **not** submit a copy of the **ADDITIONAL DOCUMENTS, PROVIDED BY THE  
EMPLOYER** along with his offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **ADDITIONAL  
DOCUMENTS, PROVIDED BY THE EMPLOYER** duly acknowledged (signed/stamped) upon contract  
signature