



INVITATION TO BID

Construction of Prefabricated Cafeteria Structures

(ITB/CCAPII/2018/01)

The United Nations Development Programme in Sri Lanka invites eligible National Contractors to submit bids for the following on an *urgent basis*.

Lot No.	Description of Civil Works	Minimum ICTAD Registration	Bid Security (LKR)	Site Visit	Location
Lot 1:	Construction of Large Scale Prefabricated Cafeteria Structure with wash room	C5 Building	134,000.00	Thursday, 16 th August, 2018 Kalum – 0774231783 / 0710920334	Medirigiriya, Polonnaruwa
	Lot 2 cancelled and incorporated to Lot 1				
Lot 2:	Construction of Medium Size Prefabricated cafeteria structure	C5 Building	46,500.00	Friday, 17 th August 2018 Athula – 0774984050	Walapane, Nuwaraeliya

Eligible Civil Work Contractors are encouraged to bid. The bidders, must show proof of resources, financial capacity through similar projects successfully undertaken. UNDP will NOT accept partial bids within the LOT and such bids will be rejected.

The Technical Drawings, Bill of Quantity (BOQ), Scope of Works and all solicitation bid documents can be **downloaded free of charge from www.lk.undp.org > Operations > Procurement**. All bids must be clearly marked with the respective **ITB Ref Number** on the top left corner of the envelope.

The deadline for submission of the bids is 27th August 2018 2.00 p.m. Sri Lanka time and all bids must be sealed and delivered to the address below. **All late** offers will be rejected. The bids will be opened immediately after the closure of the submission time and bidders are encouraged to participate in the bid opening.

Head of Procurement/Administration

United Nations Development Programme (UNDP)
202-204 Bauddhaloka Mawatha
Colombo 07, Sri Lanka.

UNDP reserves the right to accept or reject any bid. The procurement process will be governed by the rules and regulations of the United Nations Development Programme (UNDP).

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ITB/CCAPII/2018/01

Sri Lanka



United Nations Development Programme

August, 2018

Section 1. Letter of Invitation

Colombo, Sri Lanka
August 12, 2018

ITB/CCAPII/2018/01

Dear Mr./Ms.: Bidder

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 9 – Form for Performance Security
- Section 10 – Form for Advanced Payment Guarantee
- Section 11 – Drawings
- Section 12 – General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
Head of Procurement/Administration
procurement.lk@undp.org

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Chanaka Liyanage, Head of Procurement

Section 2: Instruction to Bidders

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as

Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) "Services" refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) "Supplemental Information to the ITB" refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. 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:
 - 5.1 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, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

- 5.3 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.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or 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 the goods and related services under this ITB; and
6.4 Others 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 Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid (see prescribed form in ITB Section 6);
9.4 Price Schedule (see prescribed form in ITB Section 7);
9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention

to submit a Bid.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer,

and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
 - a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
 - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.
- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	ITB/CCAPII/2018/01
2		Title of Goods/Services/Work Required:	Construction of Prefabricated Cafeteria Structures
3		Country:	Sri Lanka
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed Partial Bids within each LOT is not permitted
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Time: N/A Date: N/A Venue: N/A UNDP Focal point for the arrangement is: Damith Chandrasekara, Technical Coordinator, Address: 202-204 Bauddhaloka Mawatha, Colombo 07. Telephone: +94 773521421
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5	Bid Security	<input checked="" type="checkbox"/> Required

	C.15.4 b)		Lot 01 : LKR 134,000 Lot 02 : LKR 46,500
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	150 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed 20% against Bank Guarantee
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per week of delay:0.5%
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount :10% of Bid Amount Form:Bank Guarantee
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> Sri Lankan Rupees (LKR)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	22 nd August 2018
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Ms. Sripalee De Silva Address: 202-204, Baudhaloka Mawatha, Colombo 07, Sri Lanka E-mail address dedicated for this purpose: sripalee.desilva@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email or fax, and Posting on the website
19	D.23.3	No. of copies of Bid that must be submitted	Original: 01 (one) Copies : 01 (one)
20	D.23.1 b)	Bid submission address	Head of Procurement

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

	D.23.2 D.24		Procurement & Admin Unit, United Nations Development Programme, 202-204 Bauddhaloka Mawatha, Colombo 07, Sri Lanka,
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : August 27, 2018 2:00 PM
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: August 27, 2018 2:30 PM Venue : United Nations Development Programme, 202-204 Bauddhaloka Mawatha, Colombo 07, Sri Lanka
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) <i>[check all that apply, delete those that will not be required.]</i>	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Evidences to have the adequate bank credit facilities. <input checked="" type="checkbox"/> Evidences to have the sufficient manpower competent to perform the project. <input checked="" type="checkbox"/> Evidences to have the required machineries to perform the project.

			<input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)
27		Other documents that may be Submitted to Establish Eligibility	Valid/Updated ICTAD Registration
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	N/A
29	C.15.2	Latest Expected date for commencement of Contract	September 15, 2018
30	C.15.2	Maximum Expected duration of contract	Total 75 days, no extension possible
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only [Each LOT can be separately awarded or multiple LOT s per bidder or all LOTs to one bidder depending on technical compliance, ICTAD qualifications and capacity]
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements :</p> <p><u>Bid Evaluation Criteria²</u></p> <p><input checked="" type="checkbox"/> Minimum no. of years of experience in similar contracts: 5 years;</p> <p><input checked="" type="checkbox"/> Minimum no. of similar projects undertaken over the past 3 years; 05</p> <p><input checked="" type="checkbox"/> Highest value of contract over the past 5 years Minimum LKR 25 million</p> <p><input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements;</p> <p><input checked="" type="checkbox"/> Quality Inspection and Testing Certificates for the goods to be supplied;</p> <p><input checked="" type="checkbox"/> After-sales service of at least 01 year</p> <p><input checked="" type="checkbox"/> Warranty on parts and services for a minimum period of 01 year</p> <p><input checked="" type="checkbox"/> CIDA/ICTAD Grade – C5 or above in Building Contruction</p>

² Pls. reconcile and ensure consistency with the contents of the Technical Specifications

33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt of Performance Bond <input checked="" type="checkbox"/> UNDP's approval of plans, drawings, samples, etc.
35		Other Information Related to the ITB	[All other instructions and information not mentioned in DSs 1-33 but are relevant to the ITB must be cited here, and any further entries that may be added below this table row.]

Section 3a: Schedule of Requirements and Technical Specifications

please refer to the attached a) Tender BOQ b) Scope of works and c) Pricing preambles

a.) TENDER BOQ

Lot 01 - Estimate for Construction of Large scale Prefabricated Cafeteria Structure with wash room at Medirigiriya

BOQ for the Large scale Prefabricated Cafeteria Structure

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)
1	Excavator & Foundation:- Excavation for foundation in any material except rock requiring blasting, part return fill in and ram, and surplus dispose within the site as directed.	m ³	30.00		
2	Filling under floors with gravel or other approved quality of filling, spread, watered and compacted in 150mm layers as per Engineer's instructions.(material not available at site)	m ³	260.00		
3	Concrete:- 1:3:6 (1 1/2") ct. concrete for base.	m ³	3.50		
4	Mixing and placing in position concrete grade 20, nominal mix 1:2:4 (20mm) using a concrete mixer and vibrator including fuel / operator / handling & curing.	m ³	14.00		
5	Tor steel reinforcement bend to shape laid in position and tied with G.I. wire as directed.	kg	760.00		
6	Mild steel reinforcement bend to shape laid in position and tied with G.I. wire as directed.	kg	95.00		
7	12mm plywood shuttering for columns, beams including dismantling.	m ²	105.00		

	Masonry :-				
8	150mm-225mm R.R. Masonry in 1:5 cement mortar for Retaining wall.	m ³	32.00		
9	225mm thick Brick work in 1:5 cement sand mortar in supper structure.	m ³	0.50		
10	112mm thick Brick work in 1:5 cement sand mortar in supper structure.	m ²	54.00		
	Roofer :-				
11	Supplying & fixing 3" dia. GI pipe heavy duty pakisthan for roof frame structure including prepare & apply primer, anticorrosive paint and enamel paint with necessary nut & bolts 6mm thick cleat and welding works etc. (Refer detailed drawing)	Lm	100.00		
12	Supplying and fixing Angle iron purling 65x65x5mm to trusses with 10mm dia. bolts and nuts including application of anticorrosive paint	Lm	320.00		
13	Supplying and fixing valley rafters, 50x50x5mm (double) angle iron on gable ends with purling cleats including application of anticorrosive paint	Lm	70.00		
14	Supply & welded Gusset Plate 6mm thick 6" x6" steel plate with paint.	Nos	6.00		
15	Supplying and fixing 150x65 (Thickness -2mm)C-Purlins as per Manufacturer's specification.	Lm	300.00		
16	Supplying and fixing 100x50 (Thickness -2mm)C-Purlins as per Manufacturer's specification.	Lm	170.00		
17	Supplying and fixing 20x6mm Flat iron for valance board 225 high and not exceeding 600mm c/c.	Lm	42.00		
18	Zink Alum -Tile Profiled -Colour (Thickness 0.47 mm, strength 550Mpa) roof on iron framework including necessary fasteners as per Manufacturer's Specifications	m ²	535.00		

19	Supply and fix Zink Alum ridging (colour) - 0.47 mm thick with necessary bolts and nuts (Tile Profiled).	Lm	45.00		
20	Valance board facia, 20mm thick, 225 high, Ginisapu timber fixed complete with necessary screws, preparing and painting with one coat of primer and two coats of mat polish.	Lm	105.00		
21	Supply and fix Zink Alum eave gutter (colour) - size 130x145mm, 0.47 mm thick with necessary bolts and nuts	Lm	65.00		
22	Supply and fix standard Zink Alum gutter box - colour - (0.47mm thick)	Nos	20.00		
23	Supply and fix Zink Alum down pipes (colour) - size 100x100mm, 0.47 mm thick to wall with necessary bracket clips	Lm	100.00		
	Electrical Installation :-				
24	Supply and install Earth electrode G.I. pipe 2" dia. Heavy duty 6' long fixed on ground with connection.	Nos	1.00		
25	Supply and lay 7/1.35mm Main wire.	Lm	30.00		
26	Supply and install 65x65x6 angle iron service bracket, D bracket and insulator with necessary nuts and bolts for main wire fixed to wall or roof frame as per instructions - Single Phase	Nos	1.00		
27	Supply and install MCB 10 way 40A, 2 pole Isolator, 40A ELCB 2-pole and box fixed with 7/1.35mm single core cable - Single phase.	Nos	2.00		
28	Supply & install pendent lamp c/w 200mm dia. Glass globe and 15w - CFL bulb including switch, holder and necessary wiring with 3/4" PVC conduit or PVC casing and complete other necessary fittings as per instructions.	Nos	30.00		
29	Supply & install 5AMP 250V flush type socket out let with switch including necessary wiring with PVC casing as per instructions.	Nos	12.00		

30	Supply & install 15AMP 250V flush type socket out let with switch including necessary wiring with PVC casing as per instructions.	Nos	12.00		
	Plastering :-				
31	20mm thick plinth plaster in 1:3 cement sand mortar finish smooth with gray cement floating	m ²	3.00		
32	1:5 cement plastering , 15mm thick finished smooth with skim coat in internal & external wall surfaces.	m ²	154.00		
	Pavior :-				
33	3" thick Floor concreting 1:2 1/2 :5 (1"), paved floor in cement and sand including laying gauge 750 polythene sheet)	m ²	275.00		
34	3' Ramp and 9" width surface drain with 3" thick 1:3:6 (1") ct. concrete finished with 16mm thick 1:3 ct. mortar smooth including red cement floating rendering as per instruction. (including necessary excavation, form work & laying gauge 1000 polythene sheet)	Lm	72.00		
	Tiling :-				
35	Homogeneous Floor tile 16"x16" (Rocell - 7/702 -Black) approved pattern and colour supplied & laid including plaster bedding 1:2 with skirting and tile joints filled same colour tile grout and Aluminium beadings on top and edges as direct.	m ²	340.00		
36	Tile glazed, 12"x24", (Lanka tile - Black) approved pattern and colour, with all specials, supplied & laid to wall including raking plaster & bedding in cement mortar 1:2 with tile joints filled same colour tile grout and Aluminium beadings on top and edges.	m ²	52.00		
	Plumber:-				
37	Supply and fix stainless steel 450 x1500 x 600 mm size hand wash with 3 nos chromium plated sawn neck tap as per detail drawing rate included all waste system and plumbing works. (900 mm height)	Nos	1.00		

38	Construction of Catch pit with grating.	Nos	1.00		
39	Supply and fix stainless steel kitchen Sink, PRINCE or equivalent - with single bawl, one side drain board including chromium plated long neck type sink tap - Momali, Huai or equivalent - with 5 years guarantee complete with all necessary fittings - (overall size 450x375mm) - (Guarantee certificate should be submitted with the bill)	Nos	4.00		
40	Manhole 600mm x 600mm x 600mm internally complete with cement concrete 1:2:4(25mm) in 75mm thick base, 225mm tk.brick walls on top of base slab and channeling & bending, 1:3 cement and sand rendered in internal surfaces, 75mm thick RC. cover slab r/f with 12mm tor steel @ 150mm c/c. both ways, complete with lifting handles.	Nos	1.00		
41	Supply and fix selected approved quality 48"x36" size Mirror with all necessities.	Nos	1.00		
42	Type 400 PVC 110mm for sewer line supplied and laid in medium soil, joints embedded in 1:3:6 (40mm) concrete including necessary excavation, back filling and compaction.	Lm.	20.00		
43	Supply and fix PVC pipe (Type 600) specials with SLS standards - 2"dia.	Lm	5.00		
44	Supply and fix PVC pipe (Type 1000) specials with SLS standards - 1"dia.	Lm	30.00		
45	Supply and fix PVC pipe (Type 1000) specials with SLS standards - 1/2"dia.	Lm	30.00		
46	Supply and fix PVC specials with SLS standards - 1" dia. Bed, Tees & Elbow	Nos.	5.00		

47	Supply and fix PVC specials with SLS standards - 1/2" dia. Bed, Tees & Elbow	Lm	5.00		
	Carpenter & Joiner :-				
48	Pantry cupboards, Door 28mm thick 4'x8' size flush paneled sash single hung in TEAK timber with 95mm x 45mm frame in Imported treated kempas timber, brass furniture, stainless steel door handle with original mortise lock, 100mm barrel bolts etc. rate to included wood preservative under coat & water base and mat polish. (2Nos of hinges)	m ²	30.00		
49	Iron Door with 8 mm mild steel rods welded vertically at 75 mm c/c, 20x6 mm flat iron horizontal at 300mm c/c and outer frame with 25x25mm Iron box bar fabricated and fixed to wall with rawl plugs, screws complete including two coats of anticorrosive paint and enamel paint.	m ²	2.00		
50	Supply & fixing stainless steel hand railing as per detailed drawing to the accepted Engineering standard.	Lm	35.00		
	Painting :-				
51	Application one coat of Acrylic wall filler & two coats of Weather proof white and colour paint approved tint & quality including preparation of external wall surfaces as per instruction.	m ²	80.00		
52	Prepare and apply one coat of Alkali resistant primer & two coats of emulsion paint to wall internal wall surfaces as per instruction.	m ²	80.00		
	Civil Cost				

BOQ for the Washroom at Large scale Prefabricated Cafeteria Structure

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)
1	Excavator & Foundation:- Excavation for foundation in any material except rock requiring blasting, part return fill in and ram, and surplus dispose within the site as directed.	m ³	12.00		
2	Filling under floors with gravel or other approved quality of filling, spread, watered and compacted in 150mm layers as per Engineer's instructions.(material not available at site)	m ³	25.00		
3	Concrete:- 1:3:6 (1 1/2") ct. concrete for base.	m ³	2.00		
4	1:2:4 (3/4") ct. concrete 9"x 6" lintol, 2Nos 12mm dia. T/S bars with formwork & curing.	Lm.	35.00		
5	Masonry :- 150mm-225mm R.R. Masonry in 1:5 cement mortar for foundation.	m ³	16.00		
6	225mm thick Brick work in 1:5 cement sand mortar in supper structure.	m ³	22.00		
7	112mm thick Brick work in 1:5 cement sand mortar in supper structure.	m ²	37.00		

8	Roofer :- Zink Alum sheet -Tile Profiled - Colour sheet roof with exposed rafter Lunumidella ceiling on 50x100mm imported treated timber rafters at 300mm c/c and 50x50mm imported treated timber bearer,100x75mm wall plate, 75x125mm purlins imported treated timber with necessary coach screws and limpet washers, including prepare and apply one coat of wood preservative and varnish to structural timber work, including touching up cut end etc. after fixing - Lunumidella planks should be painted with one coat of wood sealer mixing with approved colour die and two coats of mat polish (Teak colour) as per instructions.	m ²	110.00		
9	Supply and fix Zink Alum ridging (colour) - 0.47 mm thick with necessary bolts and nuts (Tile Profiled).	Lm	33.00		
10	Valance board facia, 20mm thick, 225 high, Ginisapu timber fixed complete with necessary screws, preparing and painting with one coat of primer and two coats of mat polish.	Lm	40.00		
11	Supply and fix Zink Alum eave gutter (colour) - size 130x145mm, 0.47 mm thick with necessary bolts and nuts	Lm	40.00		
12	Supply and fix standard Zink Alum gutter box - colour - (0.47mm thick)	Nos	8.00		
13	Supply and fix Zink Alum down pipes (colour) - size 100x100mm, 0.47 mm thick to wall with necessary bracket clips	Lm	40.00		
Electrical Installation :-					
14	Supply and install Earth electrode G.I. pipe 2" dia. Heavy duty 6' long fixed on ground with connection.	Nos	1.00		
15	Supply and lay 7/1.35mm Main wire.	Lm	30.00		

16	Supply and install 65x65x6 angle iron service bracket, D bracket and insulator with necessary nuts and bolts for main wire fixed to wall or roof frame as per instructions - Single Phase	Nos	1.00		
17	Supply and install MCB 6 way 40A, 2 pole Isolator, 40A ELCB 2-pole and box fixed with 7/1.35mm single core cable - Single phase.	Nos	1.00		
18	Supply & install Pendant lamp CFL bulb-20w (spiral or globe) including switch, holder and necessary wiring with PVC conduit and complete other necessary fittings as per instructions.	Nos	6.00		
19	Supply & install Ceiling lamp barrel type 6" dia - CFL bulb (spiral or globe) including switch, holder and necessary wiring with 3/4" PVC conduit and complete other necessary fittings as per instructions.	Nos	8.00		
20	Supply & install Angle batten lamp CFL bulb-20w (spiral or globe) including switch, holder and necessary wiring with PVC casing complete other necessary fittings as per instructions.		3.00		
21	Supply & install 5AMP 250V flush type socket out let with switch including necessary wiring with PVC casing as per instructions.	Nos	1.00		
22	Supply & install 15AMP 250V flush type socket out let with switch including necessary wiring with PVC casing as per instructions.	Nos	1.00		
23	Supply & install Ceiling fan 56" (230v, 80w) KDK or equivalent with regulator and complete other necessary fittings as per instructions. (including wiring with PVC casing)	Nos	1.00		

24	Plastering :- D.P.C. 20mm thick in cement sand mortar 1:2 finished with two coats of hot tar applied at the rate of 0.25 liters per sqm.for each coat.	m ²	19.00		
25	20mm thick plinth plaster in 1:3 cement sand mortar finish smooth with red cement floating	m ²	19.00		
26	1:5 cement plastering , 15mm thick finished smooth with skim coat in internal & external wall surfaces.	m ²	300.00		
27	Reveals or plaster band window frame as per drawing 150mm wide in walls with cement lime and sand 1:1:5 mix finished smooth.	Lm.	64.00		
28	Pavior :- 3" thick Floor concreting 1:2 1/2 :5 (1"), paved floor in cement and sand including laying gauge 1000 polythene sheet)	m ²	34.00		
29	Construction of concrete drain 300mm width x 350mm depth and varies up to 400mm. Consists of necessary excavation in hard earth, 75mm thick concrete base and walls in Grade 20 concrete, fair finish internal surface with size 450mm wide x 600mm long, 75mm thick Grade 20 removable cover slabs with side formwork. Drain and cover slab reinforced with tor steel 10mm at 150m c/c both ways. (including necessary excavation, form work, curing & laying gauge 1000 polythene sheet)	Lm	30.00		
30	3' Ramp and 9" width surface drain with 3" thick 1:3:6 (1") ct. concrete finished with 16mm thick 1:3 ct. mortar smooth including red cement floating rendering as per instruction. (including necessary excavation, form work & laying gauge 1000 polythene sheet)	Lm	36.00		
31	Tiling :- Homogeneous Floor tile 12"x12" (Rocell - 7/702 - Black) approved pattern and colour supplied & laid including plaster bedding 1:2 with skirting and tile joints filled same colour tile grout and Aluminium beadings on top & edges as direct.	m ²	36.00		

32	Tile glazed, 12"x24", (Lanka tile or equivalent DUP 521-A) approved pattern and colour, with all specials, supplied & laid to wall including raking plaster & bedding in cement mortar 1:2 with tile joints filled same colour tile grout and Aluminium beadings on top and edges.	m ²	58.00		
Bath Room Fittings :-					
33	Furnishing and fixing of Multi-floor trap (Stainless steel-foot rest) including 150mm aluminium grating.	Nos	5.00		
34	Approved closet squatting foot rest type (Indian) with trap, supplied and fixed to working order, including connection to sewer line.	Nos	4.00		
35	Approved semi- luxury, "TOTO" or equivalent closet close couple type with double plastic seat cover, 20mm(1/2") angle valve and flexible hose, supplied and fixed to working order.	Nos	2.00		
36	Supply & fixing 12mm dia. Chromium plated Bided spray with Chromium plated flexible cable approved heavy quality (Momali, huai or equivalent) with necessary fittings. Rate included to water supply connection.	Nos	2.00		
37	Supplying and fixing approved semi luxury wash basin glazed fire clay - Deep Blue - ROCELL wash basin with 20mm(1/2") dia. chromium plated type pillar tap, Momali, Huai or equivalent waste water plug (brass), waste chain, stay. Rate included to water connection and waste water connection & necessary fittings.	Nos	2.00		
38	Supplying and fixing approved corner wash basin complete with mono type, chromium plated pillar tap, Momali, Huai or equivalent, waste plug, chain and stay.	Nos	1.00		
39	Supplying and fixing 20mm(1/2") dia. Approved Chromium plated heavy quality type, angle valve with all necessities.	Nos	4.00		

40	Supplying and fixing 12mm dia. Approved Chromium plated heavy quality type, bib tap Momali, Huai or equivalent with all necessary fitting.	Nos	7.00		
41	Supply and fix 20"x16" size bath room Mirror with glass shelves all necessities.	Nos	2.00		
42	Supply and fix selected approved quality 48"x36" size bath room Mirror with all necessities.	Nos	2.00		
43	Supply and fix heavy quality bathroom accessories set-4pcs. Towel bar, Soap tray, Tooth brush holder and Toilet paper holder. All Chromium Plated heavy quality type supplied and fixed all completed as per instructions.	Nos	2.00		
44	Supply and fixed Chromium Plated heavy quality type Towel bar all completed as per instructions.	Nos	2.00		
45	Supply and fixed Chromium Plated heavy quality type Soap tray all completed as per instructions.	Nos	2.00		
46	Supply and fix PVC pipe (Type 600) specials with SLS standards - 2"dia.	Lm	15.00		
47	Supply and fix PVC pipe (Type 1000) specials with SLS standards - 1"dia.	Lm	50.00		
48	Supply and fix PVC specials with SLS standards - Bed, Tees & Elbow	Nos.	10.00		
49	Supply and fix PVC pipe (Type 1000) specials with SLS standards - 1/2"dia.	Lm	50.00		

	Carpenter & Joiner :-				
50	Making & Fixing new side hung aluminum 2'-6" X 7'-0" size 6nos Door & Door frame made with approved bars and sash panelled 0.47mm zn-Al colour bonded metal sheet (clading sheet) both side including 2Nos door handle,(Stainless steel handle) 2nos Al barrel bolt heavy quality lock & all necessary fittings as per instruction.	m ²	9.50		
51	Making & Fixing new anodized aluminium louvered type, 3'-0" X 8'-0" size 4nos Door & Door frame made with approved bars, aluminium architectural sections with silicon gum Powder coated aluminium members complete including 2Nos door handle,(Stainless steel handle) heavy quality lock, door closer & all necessary fittings as per instruction.	m ²	8.70		
52	Supply and fix Aluminium louvered frame Fanlight & louvered window section beading stick with silicon gum powder coated Aluminium members including tie rod and lock complete to the accepted Engineering standards.	m ²	6.50		
53	Supply and fix Aluminium Fanlight fixed type, section beading stick with silicon gum powder coated Aluminium members including tie rod and lock complete to the accepted Engineering standards.	m ²	2.00		
54	Supply and fix 6'-0"x5'-0" size 4nos Aluminum casement window with middle section & top louvered frame 5mm float glass, rubber beading stick with silicon gum powder coated, Aluminium members including tie rod and lock complete to the accepted Engineering standards.	m ²	2.00		
55	Supply & fixing stainless steel hand railing as per detailed drawing to the accepted Engineering standard.	Lm	2.00		

56	Soakage Pit & Septic Tank :- Septic tank with internal dimensions 4125x1050x2100mm, partition with same wall, all complete including excavation, 100mm thick Base slab with 1:3:6 (40mm), 225mm brick work, 20mm thick 1:3 cement rendering including 75mm cover slab with 10mm bars at 225mm c/c both way and 63mm vent pipe. (Refer relevant Drawings) - for 100 persons	Nos	1.00		
57	Manhole 600mm x 600mm x 600mm internally complete with cement concrete 1:2:4(25mm) in 75mm thick base, 225mm tk.brick walls on top of base slab and channeling & bending, 1:3 cement and sand rendered in internal surfaces, 75mm thick RC. cover slab r/f with 10mm tor steel @ 150mm c/c. both ways, complete with lifting handles.	Nos	1.00		
58	Type 400 PVC 110mm for sewer line supplied and laid in medium soil, joints embedded in 1:3:6 (40mm) concrete including necessary excavation, back filling and compaction.	Lm.	20.00		
59	Painting :- Prepare and apply one coat of Acrylic wall filler & two coats of bathroom paint approved colour paint quality including preparation of internal wall surfaces as direct.	m ²	100.00		
60	Application one coat of Acrylic wall filler & two coats of Weather proof white and colour paint approved tint & quality including preparation of external wall surfaces as per instruction.	m ²	80.00		
	Civil Cost				

Lot 02 - BOQ to Construction of Medium Size Prefabricated cafeteria structure in Walapane DS Division

BOQ for the Medium Size Prefabricated Cafeteria Structure

Item No	Description of Work	Unit	Qty	Rate (Rs. Cts.)	Amount (Rs. Cts.)
1	Allow for clearing site				
2	Excavations in foundations in normal earth up to depth of 1.5m inclusive of backfilling, compacting, and disposal of surplus earth.	m ³	8.90		
3	Mixing and placing position concrete grade 20, nominal mix 1:2:4 (20mm) using concrete mixer including fuel/operator/handling/vibrator.	m ³	37.60		
4	Mixing and placing in position concrete grade 20, nominal mix 1:2:4 (20mm) using a concrete mixer including fuel/operator/handling/vibrator.	m ³	4.90		
5	Tor steel reinforcement bend to shape laid in position and tied with G.I. wire as directed.	kg	249.60		
6	Sawn timber form work in class III timber for underside of ground floor slabs.	M2	14.50		
7	Brick work in 1:5 cement sand mortar 225mm thick and above in foundations up to D.P.C.	m ³	6.00		
8	Brick work in 1:5 cement sand mortar 112.5mm thick in ground floor.	m ²	46.70		
9	Supplying & fixing 3" G.I. pipe 3m height post	nr	24.00		
10	Supplying & fixing semicircular steel trusses 4m span.	nr	8.00		
11	Supplying & fixing semicircular steel trusses 3m span.	nr	8.00		
12	Supplying & fixing 1" G.I. purlin	m	330.00		
13	Supplying & fixing 0.47mm thick color Zn/Al. roofing sheets with self-drilling screws (fasteners) on existing framework (framework measured separately).	m ²	155.10		
14	Supplying & fixing Zn/Al center gutter.	m	22.00		
15	Valance boards beaded 225mm x 20mm thick supplying & fixing Ginisapu, including one coat of primer and two coats of enamel paint (flat iron bracket	m	44.00		

	measured separately).				
16	Gutters 0.47mm thick colour Zn/Al 457mm girth with brackets not exceeding 0.06m crs. rate includes for specials.	m	44.00		
17	Down pipes colour Zn/Al 0.47mm thick 100mm x 100mm with brackets not exceeding 1.2 m crs. Of the pipe, rate includes for specials.	m	24.00		
18	Floor concrete 1:2 ½:5 (25mm) 75mm thick with expansion joints filled with 1:2 bitumen and sand rate including for the curing, compacting ground and laying polythene sheet under the concrete.	m ²	167.20		
19	Floor paved with approved pattern and colour (homogenous/porcelain/ceramic) floor tiles on 1:3 cement mortar, joints filled with tile grout, to match the colour of tiles and cleaning. (Tile rate not included)	m ²	167.20		
20	Tiles glazed of approved pattern and colour with all specials fixed to walls including raking plaster and bedding in cement mortar 1:3, joints finished with tile grout to match colour of tiles and cleaning. (tile rate not included)	m ²	54.25		
21	16mm thick 1:1:5 cement, lime and sand plastering to walls finished smooth with lime putty.	m ²	10.40		
22	Pendant type lamp point wiring to be carried out with 2 x 1.0mm ² PVC insulated PVC sheathed copper cables wired in concealed conduit in wall and above ceiling, to be supplied and installed in working order.	nr	14.00		
23	Supplying and installing 15W CFL globe in working order.	m	14.00		
24	5 A socket outlet-wiring to be carried out with 2x 1.0mm ² PVC insulated PVC sheathed copper cables and 2.5mm ² earth cabled wired in concealed conduit in wall and above ceiling, to be supplied and installed in working order.	nr	7.00		
25	Supplying and installing of a 5A socket outlet in working order.	nr	7.00		
26	Supplying and fixing 6-way Single Phase Distribution Board including 32A 2P	nr	1.00		

	isolator, 40A DP R.C.D. (30mA), 2Nos single pole M.C.Bs.				
27	Supplying and installing of earth electrode 20mm dia. 4 feet long with other accessories in working order.	nr	1.00		
Construction of toilets and changing room					
28	Excavation in foundations in normal earth up to depth of 1.5m inclusive of backfilling, compacting and disposal of surplus earth.	m ³	4.20		
29	Filling earth and compacting (as approved by Engineer) 150mm layers under floors. Rate includes for transport of 30m.	m ³	2.00		
30	Mixing & placing in position concrete 1:3:6 (40mm) using a concrete mixer including fuel/operator/handling.	m ³	1.00		
31	R.R. masonry in 1:5 cement and sand mortar in foundations.	m ³	3.60		
32	Masonry block work 100mm thick in walls in cement and sand 1:5 mortar using hollow blocks made of cement and sand to the proportion of 1:10, confirming to SLS 855 standard in ground floor.	m ²	31.60		
33	Mixing and placing in position concrete grade 20, nominal mix 1:2:4 (20mm) using a concrete mixer including fuel/operator/handling/vibrator.	m ³	1.30		
34	Tor steel reinforcement bend to shape laid in position and tied with G.I. wire as directed.	kg	143.00		
35	Sawn timber framework in class III timber for ground concrete work, at ground level plinth beams, lintels etc.	m ²	18.39		
36	16mm thick 1:1:5 cement, lime and sand plastering to walls finished smooth with lime putty.	m ²	24.50		
37	16mm thick cement, lime and sand 1:1:5 plaster finished semi-rough with wooden float	m ²	22.50		
38	Cement and Sand 1:3 plaster finished smooth with lime putty on exposed faces of concrete surfaces and soffits, 10mm thick.	m ²	16.45		

39	Tiles glazed of approved pattern and color with all specials fixed to walls including raking plaster and bedding in cement mortar 1:3, joints finished with tile grout to match color of tiles and cleaning. (Tile rate not included)	m ²	8.65		
40	Floor concrete 1:2 1/2:5(25mm) 62mm thick with expansion joints filled with 1:2 bitumen and sand rate including for the curing, compacting ground and laying polythene sheet under the concrete	m ²	2.4		
41	Floor concrete 1:2 1/2:5(25mm) 62mm thick, 1:3 normal cement and sand rendering finished smooth with expansion joints filled with 1:2 bitumen and sand. Rate including for curing, compacting ground and laying polythene sheets under the concrete	m ²	14.7		
42	Floor paved with approved pattern and color (Homogeneous/Porcelain/Ceramic) floor tiles on 1:3 cement mortar, joints filled with tile grout, to match the color of tiles and cleaning. (Tile rate not included)	m ²	2.4		
43	Supply and fixing P.V.C door with frame	nr	2		
44	Anodized aluminum sliding window with aluminum architectural sections with 10 - 15 micron coating glazed with 4.6mm thick glass including all necessary rubber beading, rawl plug etc. (The used sections are 70S 1001, 70S 1101 - 1, 70S 1201 - 1, 70S 1401, 70S 1501, 70S 1601, 70S 1701)	m ²	1.5		
45	Anodized aluminum hinged type sash door with aluminum architectural sections with 10-15 micron coated glazed and paneled with 3mm plastic coated ply board to both sides at bottom and 4.6mm thick glass at top. Including door lock etc. (the used sections are 100D 3105, 100D 103, 100D 101, 100D 201, 100D 301, 100D 401, 100D 501, 70SM 1011)	m ²	1.9		
46	Approved new closet squatting foot rest type (Orissa pan) with trap, supplied and fixed to working order including connection to sewer line	nr	2		

47	Supplying and fixing 20mm (1/2") diameter approved plastic bib tap with 1 No. P.V.C faucet socket	nr	2		
48	Pipes PVC supplied and laid with specials, size 20mm diameter type 1000 rate including for cutting trenches testing and back filling depth for the trench not less than 450mm	m	10		
49	Type 400 PVC 110mm for sewer line supplied and laid in medium soil, joints embedded in 1:3:6 (40mm) concrete including necessary excavating, back filling and compaction, invert depth up to 600mm	m	5		
50	Construction of 1.2m diameter internal fully built type soakage pit, built up 22.5mm thick brick work in 1:8 cement, sand mortar inverter depth from ground level 3.0m, on 225mm X 150mm ring beam 1:2:4 (20mm) concrete mix, including 1:3 cement, sand plaster finished smooth with neat gray cement (0.9m invert depth only) and 100mm high 1:2:4 (20mm) concrete ring pad above ground level, complete with 75mm thick RCC cover slab with lifting handle. All as per detail drawing	nr	1		
51	Manhole 600mm X 600mm X 600mm internally complete with cement concrete 1:2:4 (25mm) in 75mm thick base, 225mm tk. brick walls on top of base slab and channeling and bending, 1:3 cement and sand rendered in internal surface, 75mm thick RC cover slab r/f with 10mm tor steel @ 150mm c/e, both ways, complete with lifting handles	nr	1		
52	Prepare and apply one coat of alkali resisting primer and two coats of emulsion paint to walls	m ²	41		
53	apply two coats of weather shield paint on external surfaces after cleaning and preparation	m ²	22.5		
54	Pendent type lamp point wiring - to be carried out with 2 X 1.0 mm ² PVC insulated PVC sheathed copper cables wired with PVC casing on wall and on	nr	5		

	soffit of the slabs to be supplied and installed in working order				
55	Supplying and fixing pendent type 200mm diameter conical polycarbonate lamp shade and 15W CFL bulb in working order	m	5		
56	Anodized aluminum glassed window with openable sash with aluminum architectural sections with 10 - 15 micron coating glass 4.6mm thick glass including all necessary rubber beading, rawl plug etc. (the used sections are CA1009, CA1010, CA2005, 70SM 1011)	m ²	34.5		
	transport				
Provisional Sum items					
57	Allow for provisional sum for water services and levelling site				
58	Allow for provisional sum for wall tiles, floor tiles				
	Civil Cost				

		BOQ - GRAND SUMMARY SHEET
Lot 2: Construction of Medium Size Prefabricated cafeteria structure in Walapane, Nuwareliya		
ITEM #	DESCRIPTION	AMOUNT (LKR)
1	MEDIUM SIZE PREFABRICATED CAFETERIA STRUCTURE	
	Sub Total 1 (Total of 1 Amount)	
	Direct Supervision - 1.5% of Sub Total 1	
	Administrative Cost - 1.0% of Sub Total 1	
	Sub Total 2 (Sub Total 1 + Direct supervision + Administrative cost)	
	Discounted Amount% for Sub Total 1 (if any)	
	Sub Total 3 [Sub Total 2 - Discount]	
	5% of Physical Contingencies of Sub Total 3	
	Bid Amount (Sub Total 3 + contingencies)	
Bid Amount in Words (Including VAT) : (LKR) Signature and seal :..... Name of Bidder :..... Address :..... Date :		

b.) SCOPE OF WORKS

Background information of the project

UNDP, WFP and Ministry of Mahaweli Development and Environment jointly implements the “Addressing Climate Change Impacts on Marginalized Agricultural Communities Living in the Mahaweli River Basin of Sri Lanka (C-CAP II)” Project. The project is operationalized in three Divisional Secretary Divisions such as Madirigiriya and Lankapura in Polonnaruwa District and Walapane in Nuwara Eliya District. The project expected to complete by February 2019.

Introducing non-agricultural alternative livelihood and climate smart agricultural practices are some of the key objectives of the CCAP II project. In this background project expected to introduce Halabojun Hal in two locations in project area to improve market access to vulnerable communities and livelihood for household women. The Halabojun Hala is a concept of Department of Agriculture to promote quality local food among public and to support livelihood of local women.

This intervention plans to support 20 direct beneficiaries and over 10,000 visitors/pilgrims per year. The construction work will be directly supervise by the an engineer appointed by the respective Divisional Secretaries.

c.) PRICE PREAMBLES

1. GENERAL

1. The bidder should allow against the items or in the prices for everything contained in this Bill of Quantities which has a monetary value.
2. Lump sums shall not be given where unit rates are applicable.
3. Unit rates and extensions shall be given in Sri Lankan Rupees (SLR) to a maximum of two places decimals.
4. The various documents collectively referred to herein as the Bills of Quantities jointly constitute the Bill of Quantities referred to in the Conditions of Contract.
5. The method adopted in the preparation of bills of quantities shall be adopted for re-measurement of completed works.
6. Works have been measured net as fixed in position and each measurement shall be taken to the nearest 10millimeters.
7. Items in the preamble section of this bill of quantities are deemed to qualify and to form part of every description of measured work to which they refer including composite items.
8. The Contractor shall not use this-Bill of Quantities as a Construction programme or for the purposes of ordering materials or arranging Sub-Contracts. The references for these activities shall be the drawings, specifications and instructions issued by the Engineer.

9. The descriptions in the Bills of Quantities are for identification purposes only and the Contractor is referred to the Drawings, Specifications and Schedules for complete information regarding all relevant descriptions, quality, dimensions, capacities, design parameters and the like.

10. These pricing preambles are a standard and comprehensive set and hence may exceed the requirements of this particular project.

11. The Quantities given in the Bill of Quantities are estimated only and are intended to give an indication of the extent of the work to be carried out. Payment will however be made on Measure and pay basis.

12. The Quantities set out in the Bill of Quantities are provisional and cover the approximate scope of the work, which is anticipated to be performed by the Contractor.

13. The rates and prices entered in the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract include cost of all constructional plant, supervision, materials erection and maintenance, duties/levies together with all general risks, liabilities and obligations as set out or implied in the Contract.

14. The rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of items against which Contractor has failed to enter rate or prices shall be deemed to be covered in other rates and prices in the Bill of Quantities.

15. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.

16. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the Contract Document shall be made before entering prices each against item in the priced Bill of Quantities.

17. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or part at the direction and discretion of the Engineer in accordance with the stipulation made under General Conditions of Contract and/or Particular Conditions of Contract.

18. Where the determination for payment purposes of the quantity of any item of work depends upon the measurement of existing features or ground levels and the like, then prior to carrying out any operations which might affect such measurement, the Contractor shall first take such levels and measurements as the Engineer may direct and, after the Engineer has had the opportunity to check the same, they shall be certified as agreed by both the Engineer and the Contractor. In the event that the Contractor fails to observe the above procedure, the Engineer shall determine the quantity to be assumed for payment purposes using the best information available to him, and his decision in the matter shall be final.

19. The following abbreviations are used in the Bill of Quantities and shall carry the meanings as listed hereunder:

Sq.ft - Square feet, cm - Centimetre, L.Ft - Linear feet, Sqrs - Squares, Mm - Millimetre, m - Linear meter, m² - square meter, m³ - cubic meter, kg - Kilogram, t - metric ton, pr - Pair, nr - Number, hr - Hour, P.S. - Provisional sum, BOQ - Bills of Quantities, BS - British Standard

Prices also deemed to include:

1. Rate shall be comprehensive and include for the following:

- a) All obligations imposed by the Contract.
- b) Complying in every respect with the requirements and the consideration of the specifications and drawings.
- c) All considerations arising from the definitions incorporated into each preamble section.
- d) Labour for fixing and all associated costs.
- e) Materials and goods & all associated costs.
- f) Fixing and or fixing materials and goods in any position, hoisting to any height.
- g) Use of scaffolding, plant, equipment and tools
- h) Any additional labour usually associated with measured items.
- i) All necessary protection of the works, removing all casings and temporary coverings and making good and clearing away upon completion.

2. All measurements are net and the rates shall include for laps, waste, working space and trade or traditional allowance.

3. The pricing of materials shall take account of the following:

- a) Pricing Preambles, Drawings and Specifications shall apply reciprocally between sections of the works unless otherwise described.
- b) Materials shall be of the best quality available unless otherwise described.
- c) All materials shall be transported, handled, stored and fixed in accordance with the printed instructions or recommendations of their manufacturer or suppliers.
- d) Protection of completed work, all casing and temporary coverings and making good and clearing away upon completion. Building paper, damp proof membrane, quilts and all non-rigid sheet materials shall include cutting or forming holes and notchings and-extra labour of turning up at edges and the like.

4. Duct shall include draw wires.

5. Holes, mortices, pockets, grooves, chases and the like and items described as "built in" and "cast in" shall include making in its fullest sense and through, around, into, over and up to the items concerned. '

6. Items described as "cut" shall include general making good similarly.

7. Where the word "allow" is used the cost of the items shall be the responsibility of the Contractor.

8. The Contractor shall obtain from all sub-contractors (where nominated or not) their requirements for all recesses, chases, holes and the like in order that they may be built in or formed as the work proceeds. No additional charges shall be allowed for cutting recesses, chases and holes and the like after the construction of the works.

9. In the event of there being any discrepancies between details on drawings, descriptions in specifications and descriptions in the bills of quantities then the rates and pricing shall be deemed to relate to the documents order of precedence set out in the Form of Agreement.

10. The amounts set against any items of profit shall include for all costs in connection with letters of credit, bank charges, interest charges and insurance after the materials come under the control of the Contractor.

11. The contractor should leave the whole of the works ready for immediate occupation to the satisfaction of the Engineer including the following:

- a) Cleaning and touching up the buildings both inside and out, leaving all surfaces free of cracks, blemishes or splashes.
- b) Easing, oiling and adjusting and making good of finishes to all fittings, doors, windows, ironmongery and the like.
- c) Cleaning and polishing all marbles, glasses, anodized aluminium and sanitary ware, including the removal of all protective coverings, paint splashes and the like. Replacement of all or any chipped, cracked or broken items.
- d) Balancing of air conditioning installation where applicable
- e) Removal of rubbish, debris or excess spoil from the site area and raking over and cleaning all unused parts of the site area.

Fix Only:

The expression "fix only" used in these Bills of Quantities means that the Contractor shall provide the following facilities:

- a) Fixing shall be understood to include unloading, storing, distributing and hoisting the goods and materials.
- b) Supplying full size templates, giving and "marking dimensions and taking responsibility for their accuracy.
- c) Getting in, protecting, handling, distributing and placing in position and assembling as required.
- d) Casing-up and protection, including clearing away protection on completion of the works including subcontractors' works
- e) Full costs of replacement of any items, which are damaged, broken, lost or stolen after the acceptance of the items from the supplier or Employer and until handing over the complete works.

- f) Other necessary and usual facilities and documentation.

Supply Only:

The expression "Supply only" used in these Bills of Quantities means that the Contractor is provide for everything as defined in relevant method of measurement in connection with such items .except fixing in position. Supply only" shall further include: a) Labour and all associated costs b) Materials, goods and all associated costs c) Provision of plants d) Temporary works e) Establishment charges, overheads and profits

2. SITE-PREPARATION:

2.1. Extent of site clearing shall be determined by the Engineer. No payment shall be made for additional quantities unless the Engineer expressly required.

2.2. No trees shall be removed without consent of the Engineer.

3. EXCAVATION & EARTHWORKS

3.1. Prices also to include: Rates for excavation shall be deemed to include for the following;

- a) Excavating by whatever means are necessary including hand excavation in any kind of ground except rock and boulder rock.
- b) Leveling bottom of excavations.
- c) Trimming or grading ground to produce level surfaces or surfaces to falls or slopes.
- d) Compacting to bottom of excavation and to filled surfaces
- e) Keeping free from water including any dewatering as necessary.
- f) Any hand excavation required around existing services or the like.
- g) Testing the bottom of excavations for foundations as instructed.
- h) Testing compaction on filled surfaces where necessary
- i) Backfilling with selected excavated material unless measured otherwise.
- j) Removing surplus excavated material from the site and dumping at approved location. Contractor shall arrange and obtain necessary permission from relevant authorities for disposal and dumping of earth.
- k) Contractor shall provide' due protection to avoid any damages to temporary work, any new or old structures during excavation.
- l) Necessary Planking and strutting
- m) Working space if required
- n) Bulking after excavation.

- o) Excavating at any height or any depth

3.2. The rates for excavation of trenches for services, pipes or drain pipes shall include for deepening and widening as necessary to enable the barrels of pipes, ducts, etc., to rest on firm ground and to facilitate jointing:

3.3. The rates for items of imported fillings, graded gravel fillings etc, shall include for:.

- a) Leveling and compacting as required by the specification
- b) Grading to slopes and falls c) Special compacting to form vertical or battering faces d) Forming sinking

3.4. Volume of excavation for pile cap shall be measured as shown in drawings, but deduction shall be made for the volume, already excavated for pile hacking under previous contract.

3.5. The rate for filling with excavated material is deemed to include for using existing excavated material at the site.

3.6. Excavating top soil is carried out, if the Engineer expressly required only.

ROCK EXCAVATION

Rates for rock excavation shall be strictly as per specifications and to be priced accordingly. Rates for rock excavation shall include for whole process as per specifications and leveling of the bottom etc., by using approved equipment. The contractor shall forward the method statement and obtain prior approval from the Engineer. Rate shall include for cart away weathered rock to waste as directed. Useful hard rock can be used for construction work with price adjustment, or delivered to the officer in charge.

4. CONCRETE WORK

4.1 Concrete:

(i) The rates for concrete works shall include for the following:

- a) Concrete test cubes as instructed by the Engineer and testing costs
- b) Rate shall include for plant for mixing, handling, hoisting, depositing, compacting, vibrating, curing and making good after removal of formwork.
- c) Forming construction joints or the like
- d) Forming joints between new concrete and existing concrete unless otherwise measured separately. e) Shuttering to sloping upper surfaces not exceeding 15 degrees from horizontal
- e) All necessary keys to concrete surfaces to receive in-situ finishes
- f) All costs in connection with the construction of "kickers"
- g) Providing admixtures if required
- h) The rates for blinding shall include for the following.

- i. All necessary shuttering to edges or extra volume of concrete used in lieu of formwork.
- ii. Forming sloping upper surfaces where required.
- iii. All concrete works shall comply with the relevant specifications, filled into formwork and well packed around reinforcement.
- iv. Item for ground slab is deemed to include for thickening for partition walls
- v. Concrete items are deemed to include projections, nibs, fillets and external splays
- vi. Concrete in suspended slabs is deemed to include up stand curbs
- vii. Proportioning of Concrete Materials and Strength

Mix Proportions and Strengths

The mix proportions and compressive strengths are given below. The mix proportions are indicated by the volumetric ratios of cement; fine aggregate; coarse aggregate. The concrete to be used in any locations is specified on the Drawings by the mix proportions followed by the nominal maximum size of coarse aggregate in brackets.

Mix Proportions	Nominal Maximum Size of Coarse Aggregate (mm)	Mean Cube Strength at 28 days N/mm ²	Minimum Cube Strength at 28 days N/mm ²
1:4:8	37.5	12	8
1:3:6	37.5	17	13
1:2:4	37.5	23	17
1:2:4	20	28	20.1
1:1.5:3	20	29	
1:1.5:3	10	29	21

An additional 10 percent of cement over and above the specified mix proportion shall be used when hand mixing is done. The water / cement ratio by weight shall not exceed 0.55.

Workability of concrete

The workability or consistency of fresh concrete shall be such that the concrete is suitable for the conditions of handling and placing so that after compaction it surrounds and grips all reinforcements and completely fills the form work.

The degree of workability shall depend on the nature of work and the method of placement; whether with vibration or without vibration.

For purposes of these specifications the degree of workability shall be classified as low, medium and high and shall normally be assessed by means of the slump test.

Generally accepted values of slump, in relation to the degree of workability and the aggregate used, are given in table below.

Degree of Workability	Nominal max. size of aggregate (mm)	Slump (mm)
Low	12.5	0-12
	20	12-25
	37.5	25-50
Medium	12.5	12-25
	20	25-50
	37.5	50-100
High	12.5	25-75
	20	50-125
	37.5	100-150

Testing of Concrete for Acceptance

General

Concrete shall be tested by determining the crushing strength of 150 mm cubes at 28 days. Where so required, an early assessment of the 28 days strength shall be made by carrying out tests at 7 days on the assumption that 65% of the 28 days strength is achieved in 7 days.

(i) Hand Mixing

Hand Mixing where permitted, shall be carried out on a smooth watertight platform large enough to allow efficient turning over of the constituents of concrete before and after adding the water. Mixing platform shall be so formed that no foreign material gets mixed up with the concrete and the mixing water does not flow out of the mixing area.

(ii) Placing and compaction of concrete

Prior to placing of concrete all formwork and reinforcement therein shall be cleaned of all extraneous material and dust and made free of any standing water. It shall be ensured that all formwork is made leak proof and that there is no loss of mixing water or grout from the concrete.

All mixed concrete shall be placed and compacted in the formwork, using approved vibrators of the internal, external or screed types, or combinations thereof depending on the type of job. Where approved, steel rods may also be used for the purpose in addition to the vibrators. The adequacy of the compacting equipment or the suitability of the compacting method shall be determined depending on the requirements. Use of steel rods only for compaction shall be restricted to only in small jobs and in low strength concretes.

In all cases of continuous concreting, fresh concrete shall be placed before the already laid concrete is less than 30 minutes old and where this time gap is exceeded a construction joint shall normally be formed prior to continuing with the concreting. All concrete shall be placed and compacted in horizontal layers normally not exceeding 300 mm in depth except where internal vibrators are used when the depth may be increased up to a maximum of about 450mm.

No concrete shall be dropped from a height greater than about 1.5 meters. Where chutes are used for placing of concrete they shall be kept clean and used in a manner to prevent segregation. When concreting has to be resumed on a surface, which has hardened, it shall be roughened, swept clean thoroughly wetted and covered with a thin layer of cement grout or cement mortar as approved. Semi-hardened surfaces shall

be well brushed to remove all laitance, cleaned and covered with a thin layer of cement grout prior to overlaying with fresh concrete.

(iii) Curing of Concrete

Freshly laid concrete shall be kept undisturbed and protected from the effects of sun and rain from drying out till it hardens. Once hardened, the concrete shall continuously be cured in a moist atmosphere for a minimum period of 7 days and for a further period if so specified.

The method of curing shall depend on the type of member to be cured. Bridge deck slabs and other slabs shall be kept covered with burlap, jutehessian or other similar water absorbing material which shall be kept moist throughout the curing period. Such slabs may be kept covered with wet sand or even kept ponded up with water. Sides of such slabs may have to be kept continuously sprinkled with water.

4.2. Formwork

(i) The rates for formwork shall include for the following:

- a) All cutting and waste including raking, curved or circular cutting.
- b) Setting up strutting and supporting at any height above the structure subject to any limitations imposed by the Engineer including all props, stays, struts, wedges and bolts etc.
- c) Coating of shutter oil
- d) Easing; striking, removing and cleaning the surface of concrete.
- d) Overlaps and passings at angles and labour at intersections
- e) Shortening struts or shapes and re-strutting or re-shoring where required.
- f) Rubbing down, filling and making good the surface of concrete after removal of shuttering.
- g) Cutting or notching shutters or moulds to in-situ or precast concrete around projecting reinforcement.
- h) Scaffolding if necessary
- i) Formwork has been measured the net contact surface between concrete and formwork.
- j) Formwork to beams, columns and casings deemed to include ends.

(ii) The rates for wrought shuttering/ shuttering to produce a special finish shall include for the following.

- a) Any necessary rubbing down or filling allowed by the specification to produce the finish required.
- b) Cutting out and re-casting unsatisfactory work or work not fulfilling the requirement of the specification or carrying out remedial or any other work required by the Engineer as an alternative to cutting out substandard work.

(iii) Removal of Formwork

The formwork shall be so removed as not to cause any damage to concrete due to shock or vibration.

Formwork shall normally be stripped in the following order;

- a) a). Shutters to vertical faces, eg. Side of columns, beams and walls
- b) b). Shutters forming soffits to roof and floor slabs, horizontal and inclined canopies, etc.
- c) c). Shutters forming soffits of beams and girders.

Time of Removal

In no circumstances shall forms be struck until the concrete reaches a strength of at least twice the stress to which the concrete may be subjected at the time of strike. Where possible, the form shall be kept as long as possible, as it would assist curing. Forms shall be eased out carefully in order to prevent the load being transferred suddenly to the partly hardened concrete. The period that shall elapse after the concrete has been laid, before easing and removal of centering and shuttering is undertaken shall be as given in Table below;

Part of Structure	Period for Ordinary Portland Cement without admixtures
Sides of foundations, columns, beams and walls	24 hours
Under sides of slabs of upto 4.5 metres span	7 days
Under sides of slabs of above 4.5 metres span and under sides of beams and arches upto 6 metres span.	14 days
Under sides of beams and arches over 6 metres span and upto 9 metres span	21 days

In the case of other construction as an indication, only the minimum period between the completion of concreting and the removal of frame work shall be taken as follows:-

Vertical Faces to Mass Concrete - 24 hours
 Vertical Faces to Reinforced Concrete - 24 hours
 Support to soffits of beams, slabs, etc. - 14 days

4.3 Reinforcement

- (i) Reinforcement bars should comply with specifications in BS 4449: 1988 and mesh reinforcement with BS 4483: 1985. Steel reinforcing bars considered in the design are high yield strength bars for diameters 10, 12, 16, 20, 25; the characteristic strength should be 460 N/mm².
- (ii) Detailing is prepared on the assumption of the use of 6m bar lengths.
- (iii) 6mm diameter bars shown in reinforcement details are mild steel. ($f_y=250$ N/mm²)

(iv) The rates for bar reinforcement shall include for the following:

- a) Positioning and protecting starter bars
- b) Straightening (if required), cutting to length and bending reinforcement to required shape.
- c) Cleaning and wire brushing
- d) Supporting in position (chairs etc) during concreting (excluding links and stirrups)
- e) Binding wire, ties and distance pieces.
- f) Additional cutting and bonding in connection with holes, mortices, pockets, grooves, chases
- a) and the like.
- g) Bends, hooks and laps shall be measured with the quantities.
- h) Preparation of bar reinforcement schedule for Engineer's approval before starting the work.

(v) The rates for mesh reinforcement shall include for the following:

- a) Straight, raking, curved and circular cutting and waste, bending to profiles and laps as required by the drawings and specifications.
- b) Supporting in position during concreting (excluding special chairs), binding wires and distance pieces.
- c) Cutting, bending and notching around all obstructions.

(vi) For the purpose of measurement length of bar shall be considered as 6000mm.

(vii) Spacers for achieving Cover to Reinforcement;

Specified concrete cover to reinforcement bars should be provided using cover blocks. Chairs should be used to support top horizontal reinforcement and to separate vertical reinforcement in walls.

4.4 Pre-Cast Concrete:

(i) The rates for pre-cast concrete shall include for the following:

- a) Provisions of moulds
- b) Forming a fair face finish in accordance with the specifications
- c) Hacking or forming keys to all other surfaces
- d) Lifting hooks or other devices approved by the Engineer for positioning
- e) Hoisting and fixing in position to approval of the Engineer.
- f) Bedding jointing in mortar as specified.
- g) All necessary temporary struts or supports

- h) Sills and copings etc. shall include for plain ends and angles where necessary.

5. MASONRY

5.1 Brick Work, Block Work and Rubble Work:

(i) The rates for block or brick walls shall include for the following:

- a) Straight, raking, curved and circular rough or fair cutting, plumbing at angles, cutting and bonding at angles, openings and intersections, building into and/or against adjacent work, wedging and pinning up to soffits.
- b) Special or concrete filled blocks at angles, door, window and openings or the like, and intersections and load bearing wall.
- c) Providing any means necessary to prevent concrete cast on hollow block work or over cavities from falling into voids or cavities (subject to the approval of the Engineer)
- d) Preparation of surface to receive any external wall finish.
- e) Grouting up at back of walls built against other construction.
- f) All necessary cast in wall ties at junction between block work and concrete or between brickworks and concrete.
- g) All necessary expansion, contraction joints, slips strip or the like.
- h) Measures to prevent cracks at joints of different materials and at joints between new and existing work.
- i) Providing pipe sleeves through walls.
- j) Preparation of existing surface for proper bonding.
- k) Scaffolding if necessary
- l) Reinforcement to in fill RCC concrete
- m) Stiffeners for all 115mm thick walls exceeding 2400mm length and up to the ceiling height.
- n) Builder's work in connection with services.

(ii) The rates for block walls and brick walls shall include for the following additional Labourers.

- a) Cutting or forming chases or grooves for slabs, partitions, staircases, etc.
- b) Cutting grooves for water bars, flashings and the like and making good and pointing in similar mortar.
- c) Building in or cutting and pinning in and making good ends of lintels, brackets, Timber, steelwork, and the like.
- d) Building in or cutting for and making good around pipes, ducting, fittings and the like

(iii) Brick walls are deemed to include walls in external ducts.

6. WATERPROOFING:

6.1 The rates for work in this section shall include for the following:

- a. Remove all loose and foreign materials and clean surface to receive water proofing materials.
- b. Laps, seams and narrow widths, straight, raking curved and circular cutting and all consequent wastage, fillets, arises, angles, chases for tucking in etc., returned ends and dressed ends on flashings, dressing up over up stands and around and into gargoyles, rainwater outlets, vent pipes and the like.
- c. Any additional or special materials at construction joints, expansion joints, edges and corners etc.
- d. Repairing surface cracks and filling uneven surface with approved materials.
- e. Base screed, temporary screed and protection screed unless measured separately.
- f. Tropical grade mastic pointing to all wall flashings.
- g. Testing as per Engineer's Instructions
- h. Work to be done as per standard details necessary for complete system but not measured.
- i. Providing all necessary tools and any other equipment required as recommended by the manufacturer.
- j. Providing product samples, finished specimen areas etc., as required by the Architect
- k. Forming or chasing grooves, into masonry walls, concrete walls, concrete walls and slabs rebates etc., where necessary and turning waterproofing materials into chases and pointing as specified
- l. Lining to rain water outlets, cesspools, brackets, collars and filling around pipes, railing standards and the like
- m. Cutting to line and jointing new to old asphalt
- n. Obtaining manufacturer's supervisory/consultancy services if necessary and providing and acceptable
- o. guarantees for 10 years in the name of the employer for the product and the workmanship.
- p. Submitting a detailed set of shop drawings approved by manufacturer to incorporate all construction and expansion joints as shown in drawings, structural and services elements, other details encountered in the areas to be waterproofed and with details against settlements between two buildings with reference to manufacturer's proprietary details, specials and techniques. The arrangements shown in tender drawings are for proposes of guidance only and not construction drawings.
- q. Working at any given height.
- r. Application of water proofing materials to specifications and manufacturer's recommendation and as per approved shop drawings to cover all surfaces including angle fillets, chasings, sealing of construction joints and expansion joints, settlements joints etc.

- s. Submitting pre-shipment certificates by an acceptable international Surveyor certifying the product with respect to Source and country of manufacture. ii. Country of Origin iii. Conformity to specification iv. Conformity to system offered v. Conformity to the product offered.

7. STRUCTURAL STEEL WORK

7.1 The rates for metal work shall include for the following:

- a. All fabrications and erections
- b. Preparation of shop drawings and obtaining approval from the Engineer.
- c. Angles and ends
- d. Application of two coats of anti-corrosive and paint to Engineer's approval
- e. Holes, notches, slots and the like
- f. Fixing with appropriate non-corroding countersunk screws including holes unless otherwise described.
- g. Riveted and bolted work shall include rivets, bolts and holes.
- h. Approved protection to cut ends or holes in galvanized work or other applied finish.
- i. Metal door frame shall include for assembling, fixing with clamps, and filling with mortar, temporary supports and removal of base ties.
- j. Floor plates, duct covers and the like shall include narrow widths laying in position and for all holes, slots and the like making good.

8. NON-STRUCTURAL STEEL WORK

8.1 All items in structural steel work shall equally apply to "Non -Structural Steelwork"

8.2 The rates for steel Work shall include for the following:

- a. All fabrications and fixing in positions
- b. Uncovering, cleaning and polishing
- c. Preparation of shop drawings and obtaining approval from the Engineer.
- d. Sub frames if specified
- e. Beadings and sealant as required
- f. Rates for doors and windows shall include for approved high quality ironmongery with master key system as specified.

9. WOODWORK

9.1 Woodwork shall be deemed to be fixed with non-corroding nails and screws unless otherwise described.

9.2 The rates for woodwork shall include for the following:

- a. Working to size and shape including short lengths, mitres and ends.
- b. All joints in the running length including structural joints.
- c. Cutting and fittings to steelwork, trimming around openings, notchings, boring and sinking.
- d. Treating all timber by vacuum pressure impregnation with copper chrome boron (CCB) preservatives or equivalent.

9.3 Sizes given are nominal unless stated "finished size"

9.4 Doors and Windows Rates are deemed to include for master key system as specified.

9.5 Glazed doors and windows are deemed to include;

- a. Panes of any size
- b. All straight, raking, curved and circular cutting and all consequent wastage
- c. Patterned and wired glass shall include aligning adjacent panes

9.6 Each door and window sash shall be fitted with the accessories indicated in the specification and schedule and no extra payment whatsoever will be made for any standard fittings and accessories even if such are not incorporated in the specification, schedule and detail drawings.

10. ROOF COVERING & ROOF PLUMBING

10.1 Rate for roof covering shall include for;

- j) J bolts, washers, nuts and all necessary fixing accessories
- k) Forming opening for ventilators/ extractions c) Straight, raking or curved cutting
- l) Forming required shape (pitched or curved)

10.2 Rate for eave gutter shall include for;

- (a) G.I fixing brackets at 300mm intervals unless stated otherwise
- (b) Gutter end caps
- (c) Extra material and labour on jointing with down pipes
- (d) Any special joints and connections

- (e) Gutters to straight or curved on plan

10.3 Rate for down pipes shall include for;

- (a) G.I fixing brackets at 300mm intervals unless stated otherwise
- (b) Extra labour and material in connection with making bends
- (c) Any special joints and connections
- (d) Pipes to vertical or angle

11. PLUMBING & SANITARY INSTALLATION:

11.1 The unit prices for furnishing, laying and jointing UPVC pipes shall be deemed to include, but not limited to the cost of excavation in trenches, covering joints in cement concrete grade 15 using 25 mm graded aggregate where necessary, refill of the excavated trenches in compacted layers not exceeding 150 mm thick and /or chasing the pipes in walls and columns covering up and finishing and/or embedding pipes in concrete columns and slabs and/or fixing pipes to undersides/ soffits of slabs and vertical faces of columns and walls with brackets and/or taking the pipes through rubble masonry foundations and/or block work / brick walls and/or concrete slabs by means of pipe sleeves of larger size embedded therein and in addition the cost of all accessories and fittings such as sockets, bends, elbows, tees, Y junctions, end caps and cleaning eyes, except such items as are listed hereinafter which shall be measured and paid separately.

11.2 The rates for pipe works shall include for the following:

- a) All cutting, short lengths
- b) Elbows, bends, tees, stop ends, rodding eyes, junctions, reducers inspection opening and all other similar fittings on pipes whatever the diameter if not measured separately.
- c) Pipe sleeves through walls
- d) Thrust blocks as required
- e) Builders work

11.3 The rates for pipes in trenches shall include;

- a) Concrete or granular bed & surrounds to pipes and any necessary formwork as required by the Specifications.
- b) Caution tapes and tiles as specified.
- c) Excavation of trenches. The rates for excavating trenches shall include for all related work described in preambles for excavation and earth work.

11.4 Rates for structures such as manholes, chambers, gullies, septic tanks, soakage pits shall include for concrete, formwork, reinforcement, brick walls, excavation including related work described in preambles for excavation and earthwork, piping, haunching and benching and all related work as shown on detail drawing.

11.5 The rates for sanitary fittings and accessories shall include for the following unless otherwise measured separately.

- a) Assembling component parts including suitable bedding compounds
- b) All necessary plugging and brass screwing.
- c) Joints to water services with straight or bent proprietary connection
- d) Joints to waste soils or drain pipes with approved proprietary connections.
- e) Cleaning off all protective wrappers and leaving ready for use.
- f) Leaving taps and valves greased, clean and in full working order.
- g) Builders work

11.6 It shall be the responsibility of the Contractor to do all the necessary co-ordination work and obtaining of the necessary water supply/sewer connections from the relevant authorities unless otherwise measured separately.

12. ELECTRICAL INSTALLATION

12.1 The rates in general shall include for the following:

- a) All cutting, short lengths and small quantities
- b) All considerations arising from the specification
- c) Fixing conduits and ducts.
- d) Pipe sleeves through walls
- e) Assembling component parts.
- f) Cleaning off protective wrappers and leaving ready for use.
- g) Leaving all equipment etc, clean and in full working order.
- h) Draw wires in empty conduits
- i) Supply, installing, testing and commissioning of the system for power and lighting complete to working order and to the entire satisfaction of the Engineer and the relevant authorities unless otherwise measured separately.
- j) It shall be the responsibility of the Contractor to do all the necessary co-ordination work and obtaining of the electrical power connections from the relevant authorities unless otherwise measured separately.
- k) Laying and jointing of conduits

- l) Cutting, trimming, dressing, connection cables, cutting holes and chases in brick/concrete works and connecting cable with accessories.
- m) chasing in walls, columns and slabs for conduits
- n) Covering up and making good the surfaces
- o) Fixing conduits underside of soffits and surfaces of walls by means of brackets
- p) Drilling holes of required sizes in walls and slabs for through conduits and such other items of works necessary to be done for a complete installation.

12.2 Rates for cables and ducts in trenches shall include concrete or granular bed & surrounds caution tapes, cover tiles etc, as required by the Specification.

12.3 Rates for mechanical and electrical equipment, plant or the like to include for all necessary connections to power supply.

12.4 All materials, equipment, wiring and workmanship shall confirm to local codes and specifications, BS standards/ latest I.E.E. regulations and complying with Ceylon Electricity Board Requirements

12.5 Rates for point wiring shall include for all cables, switches (1 way or 2 ways as necessary), junction boxes, conduits, switch boxes, clips, earth cables, draw wires, wiring accessories, Screws, nails, hardware, fixing and insulating materials, cutting holes, chases make good the same in all trades, holders, ceiling boxes, flexible codes and other wiring accessories required up to the final fixing point wherever necessary.

13. FLOOR & WALL FINISHES

13.1 General:

The rates for all work in this section shall include for the following;

- a) Preparation of surfaces for proper bonding
- b) Straight, raking, curved and circular cutting and all consequent wastage.
- c) All setting out temporary rules, screeds, templates and supports.
- d) Curing and cleaning off/down upon completion
- e) Spacers, cover guards etc. to tiling or the like
- f) All labours and making good around pipes, ducting and fittings and the like
- g) Brushing and cleaning off and damping down all backgrounds
- h) Square and rounded edges, floor and ceiling junctions, making good to frames and the like.
- i) Dubbing out as necessary to take up tolerances in the structure and cambers in floors and the like
- j) All feature grooves or the like.
- k) All construction joints including sealant.
- l) Cutting and grinding edges of tiles/ granite as necessary.

- m) Providing grooves between tiles which are not less than 2 mm using tile spacers. n) Using tile adhesives as directed by the Engineer.

13.2 Floor finishes:

- a) Ceramic or clay tiles are deemed to include rounded edges tiles and special tiles if required by the Engineer.
- b) Rate for floor tiling shall include for laying to pattern and design
- c) Rate shall include for preparation of sample panels of different finishes for approval
- d) Item is deemed to include laying tiles on curb and edges.
- e) Rate shall include for forming grooves and extra labour and materials on expansion Joints.
- f) Item is deemed to include curing, cleaning on completion and protection
- g) Item for finishes to steps shall include for forming nosing.

13.3 Wall Finishes:

- a) Rate for in-situ finishes shall include for;

1. Providing angle beads, end beads and wire mesh on different surfaces as directed by the Engineer

2. Providing grooves on surfaces between different surfaces as directed by the Engineer

3. Builders works in connection with services

- a) Item for plastering to walls is deemed to include door/ window reveals and returns
- b) Plastering to columns associated with walls shall be measured as plastering to walls
- c) Plastering to beams associated with walls shall be measured as plastering to walls
- d) Item is deemed to include finishes to rebates, grooves, chamfers, external and internal splays and nibs unless measured separately.
- e) Rates shall include for all temporary rules, screeds, grounds etc., for raking out joints of new brickwork or hacking new concrete for key. Internal and coved angles, joints between different surfaces and between new and old plastering, arises, quirks, inter sections between curved or irregular surfaces etc., and all making good around pipes, sanitary fittings and similar fixtures.
- f) Rate for plasterwork shall include for expanded metal or the like in areas of different modes of construction. (eg. Block work and concrete work.)
- g) Leaving soffits of slab of even finish to receive ceiling finishes.
- h) Rates shall include for making adequate space for drawing of all conduits of walls and partitions.

- i) Fair joints, outlets, working over and around obstructions, pipes and the like into recesses and shaped inserts, forming shallow channels, bonding agents where included with the work, dividing strips where applicable, all extra work necessary for patterned work, are deemed to include where applicable with the items.
- j) Treads and risers are deemed to include fair edges, internal and external angles.
- k) Strings and aprons are deemed to include ends, angles, ramped and wreathed covers.
- l) Skirting, kerbs and edges of floors are deemed to include fair edges, rounded edges, covered junctions, angles and the like.

Rates for plaster works shall include for;

- a) Repair all plaster cracks as directed by the Engineer with application of galvanized wire mesh where appropriate.
- b) Prior to repairs to any plasterwork, the area to be re-plastered must be isolated from the rest of the plasterwork, to prevent cracks propagating in to adjacent areas, by cutting a groove in the plaster up to the brickwork.
- c) All materials removed from buildings to be protected carefully from element until takeover by the Employer.

14. PAINTING

14.1 All paint materials shall be best quality and shall be products of recognized manufacturer approved by the Engineer.

14.2 All surfaces to be painted shall be prepared as directed and the prepared surfaces shall be approved by the Engineer before painting.

14.3 The rates for painting shall include for the following: f

- a) Preparation of surfaces which shall include for surface filling.
- b) Smoothing, knotting, stopping etc.
- c) Protection of floors and fittings, removing and replacing door and window fittings if required and cleaning upon completion and the like.
- d) Sample painting in different colour and on different surfaces as required by the Engineer
- e) Work on "Woodwork" shall include both soft wood and hardwood.
- f) Unless of a differing specification, work shall be deemed to cover internal or external painting.

- g) Work to curved surfaces.
- h) Preparation of surfaces cleaning down, smoothing knotting, stopping etc.
- i) removing existing paintwork from wall and timber (door window frames, sashes, architraves, skirting, cornices etc.) surfaces cleaning and preparing the surface to receive the paint.
- j) Painting in metal work is deemed to include work to attached holder bats, fastenings and the like.
- k) Work to services is deemed to include work to saddles, pipe hooks, holder bats, conduit box and the like.
- l) Painting door and window reveals unless otherwise measured separately.

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DDP, at required location	
Exact Address of Delivery/Installation Location	Lot 01 – District Secretariat, Madirigiriya, Polonnaruwa, Sri Lanka Lot 02 – District Secretariat, Walapane, Nuwaraeliya, Sri Lanka	
Mode of Transport Preferred	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Delivery Date	Within 75 days from signing of the contract, no extension possible	
Customs, if needed, clearing shall be done by:	<input checked="" type="checkbox"/> Supplier	
Ex-factory / Pre-shipment inspection	N/A	
Inspection upon delivery	N/A	
Installation Requirements	N/A	
Testing Requirements	N/A	
Scope of Training on Operation and Maintenance	N/A	
Commissioning	N/A	
Technical Support Requirements	YES	
Payment Terms <i>(max. advanced payment is 20% of total price as per UNDP policy)</i>	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice	
Conditions for Release of Payment	<input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements	
After-sale services required	<input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/repair	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	

Section 4: Bid Submission Form³

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: Chanaka Liyanage, Head of Procurement

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **Construction of Prefabricated Cafeteria Structures [ITB/CCAPII/2018/01]** in accordance with your Invitation to Bid dated **Insert: bid date**. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for ***[insert: period of validity as indicated in Data Sheet]***.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁴

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁴ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁵

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		

⁵ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

<p>13. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.</p> <p><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>

Section 6: Technical Bid Form⁶

<p>Construction of Prefabricated Cafeteria Structures</p> <p>ITB/CCAPII/2018/01</p>

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

<p>SECTION 1: EXPERTISE OF FIRM/ ORGANISATION</p>
<p><i>This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.</i></p> <p>1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.</p>

⁶ Technical Bids not submitted in this format may be rejected.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture

of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <div style="display: flex; justify-content: space-between;"> Signature of the Nominated Team Leader/Member Date Signed </div>		

Section 7: Price Schedule Form⁷

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items*

No.	Deliverables <i>[list them as referred to in the ITB]</i>	Expected Date of Delivery/Completion	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		[Percentage (weight) of each deliverable over the total price for the payment purposes, as per ITB)	
2	Deliverable 2			
3			
	Total		100%	

* This shall be the basis of payment tranches

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Deliverables and Sub-Components	(a) Quantity	Country of Origin	(b) Unit Price	(c)=(a)x(b) Total Cost of Goods	Brief Description of Related Services	(d) Cost of Related Services	(c) + (d) Total Price
I. Deliverable 1							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
II. Deliverable 2							
Sub-Component 1							
Sub-Component 2							
Sub-Component 3							
III. Other Related Costs							
GRAND TOTAL PRICE							

Section 8: FORM FOR BID SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁸

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services [Click here to enter text.](#) (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁸ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder’s Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of UNDP]

Date: _____ ++++++

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])⁹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___, 20___ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

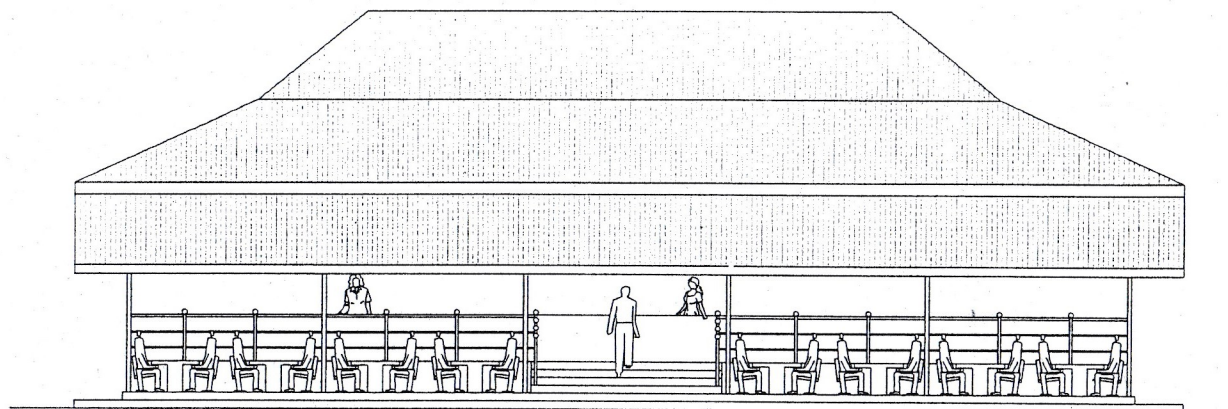
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

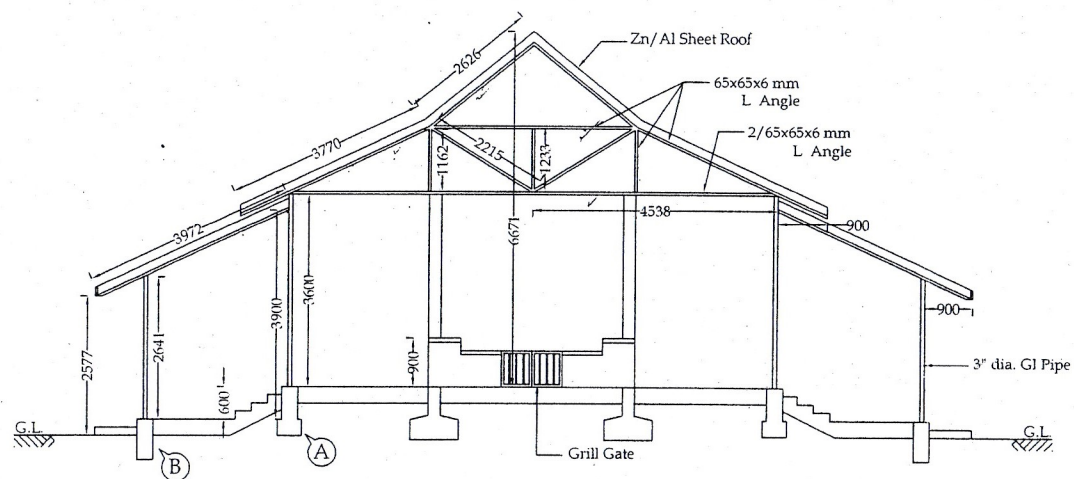
Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

⁹ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Prefabricated Cafeteria Structure (Large) - Front Elevation



FRONT ELEVATION



SECTION X-X

DEPARTMENT OF AGRICULTURE
CHIEF ENGINEER'S OFFICE
PERADENTYIA

PROJECT : CONSTRUCTION WORK OF HELA BOJUI
HALA AT MEDIRIGIRIYA.

TITLE :

SKETCH DESIGN

CHECK BY

L.G.C. PADMINI
E.A. CIVIL

DRAWN BY

RECOMMENDED BY

K.G.D. MADHUSHANI
DRAUGHTSMAN

Eng. (CIVIL)

DRAWING NO : 6023

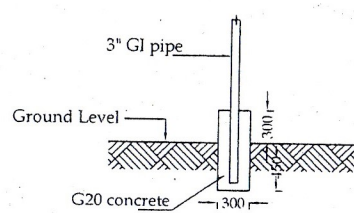
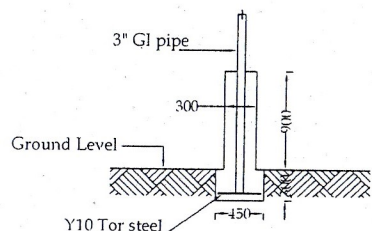
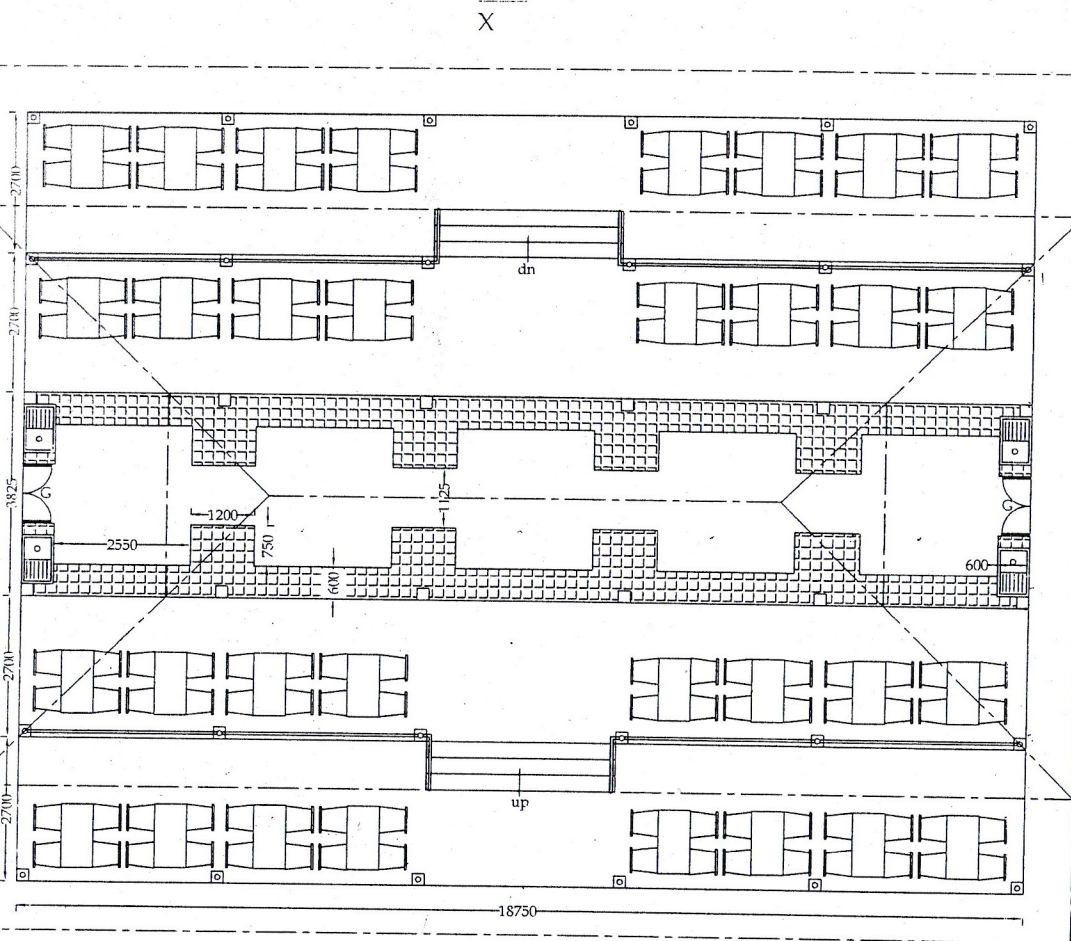
APPROVED BY

SHEET NO : 02

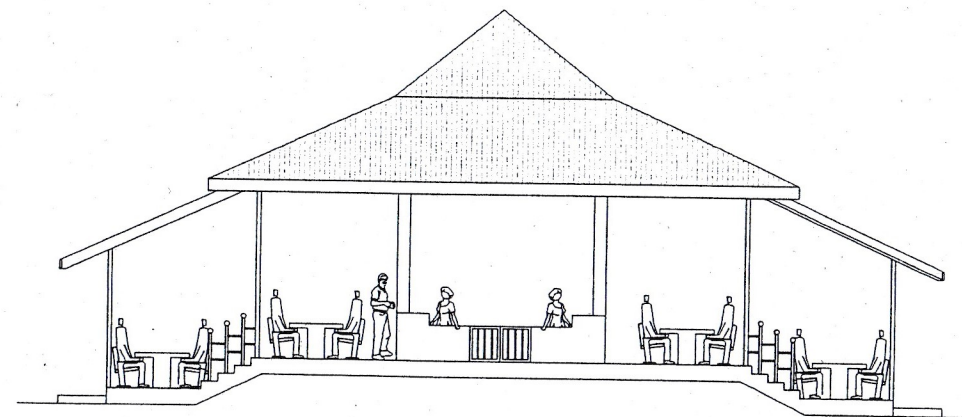
DATE : 11-07-2017

Eng. P. KALAIARAKSHA
CHIEF Eng.

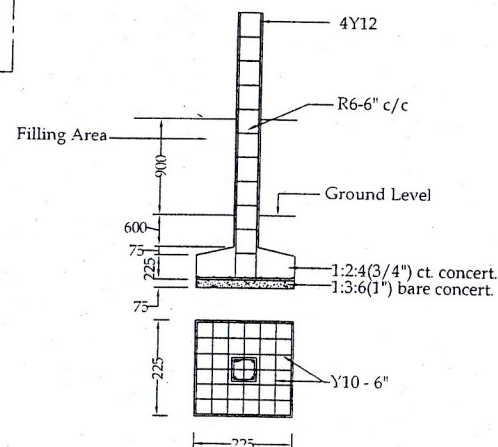
Prefabricated Cafeteria Structure (Large) -Main building plan



DETAILS OF FOUNDATION
Scale: 2 Feet to an inch



SIDE ELEVATION



DEPARTMENT OF AGRICULTURE
CHIEF ENGINEER'S OFFICE
PERADENIYA

PROJECT : CONSTRUCTION WORK OF HELA BOJUN
HALA AT MEDIRIGIRIYA.

TITLE :

SKETCH DESIGN

CHECK BY

L.G.C. PADMINI
E.A. CIVIL

DRAWN BY

RECOMMENDED BY

K.G.D. MADHUSHANI
DRAUGHTSMAN

DRAWING NO : 6023

Eng. (CIVIL)

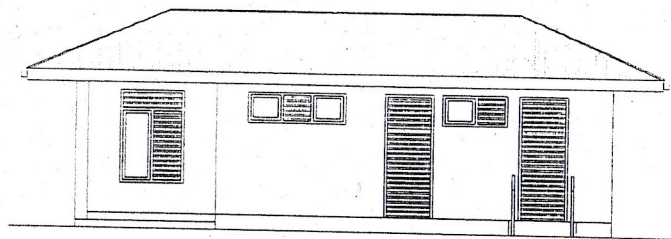
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SHEET NO : 01

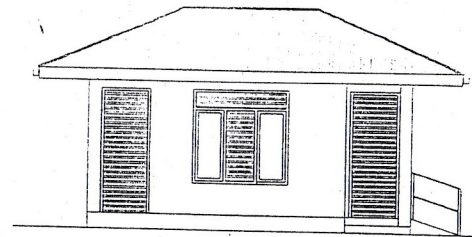
DATE : 11 - 07 - 2017

Eng. P. RAJAPAKSHA
CHIEF Eng.

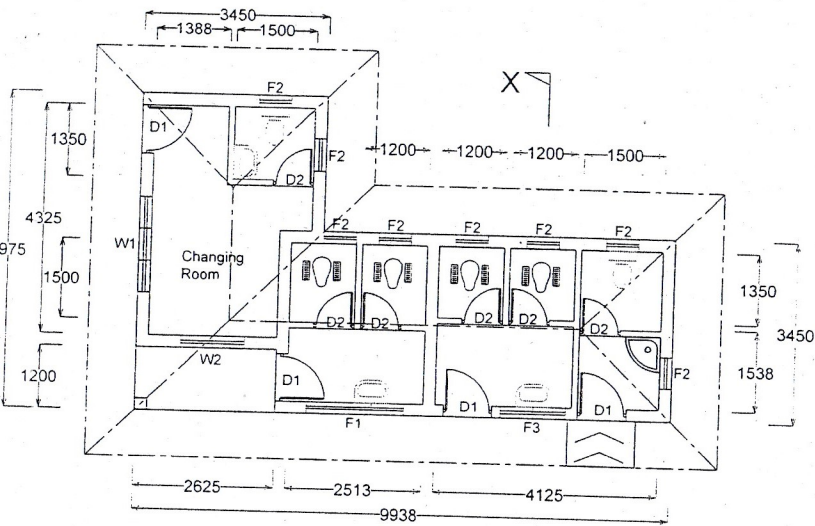
Prefabricated Cafeteria Structure (Large) - Washroom plan



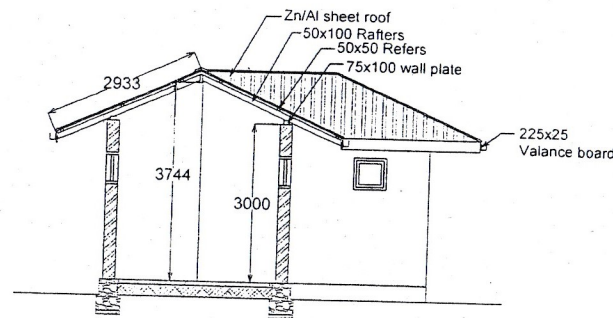
FRONT ELEVATION



SIDE ELEVATION



PLAN



SECTION X-X

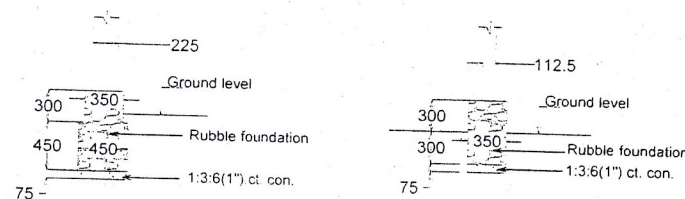
DEPARTMENT OF AGRICULTURE
CHIEF ENGINEER'S OFFICE
PERADENIYA

PROJECT : CONSTRUCTION OF NEW CHANGING
ROOM & TOILET AT SINHAGAMA

TITLE :

SCHEDULE OF DOORS AND WINDOWS

TYPE	NOS	SIZE	DESCRIPTION
D1	04	900X2400	ALUMINIUM LOUVERD TYPE DOOR
D2	06	750X2100	ALUMINIUM CLADDING SHEET DOOR
W1	01	1800X1800	POWDER COATED ALUMINIUM WINDOW
W2	01	1200X1800	POWDER COATED ALUMINIUM WINDOW
F1	01	1800X600	FIX GLASS & LOUVERED FRAME FANLIGHT
F2	06	600X600	FIX GLASS & LOUVERED FRAME FANLIGHT
F3	01	1200X800	FIX GLASS & LOUVERED FRAME FANLIGHT

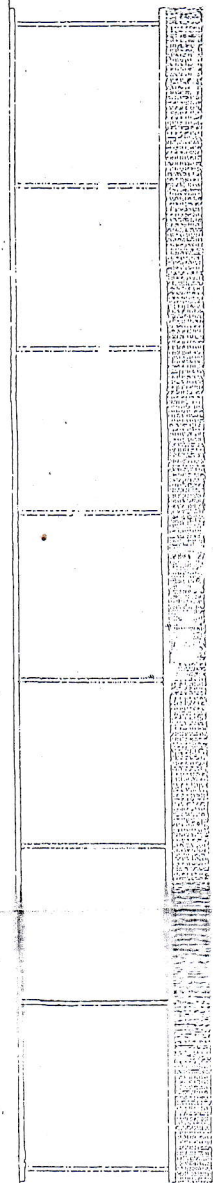


DETAIL OF FOUNDATION
Scale:- 1:20

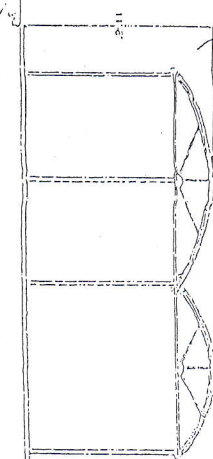
SKETCH DESIGN
Engineering
L.G.C. PADMINI
TECH. CIVIL
DRAWN BY
CHECK BY
RECOMMENDED BY
2018/09/13

K.G.D. MADHUSHANI
DRAUGHTSMAN
DRAWING NO. 6062
SHEET NO. 04
DATE 13-09-2017
Eng. P. RAJAPAKSHI
CHIEF Eng.

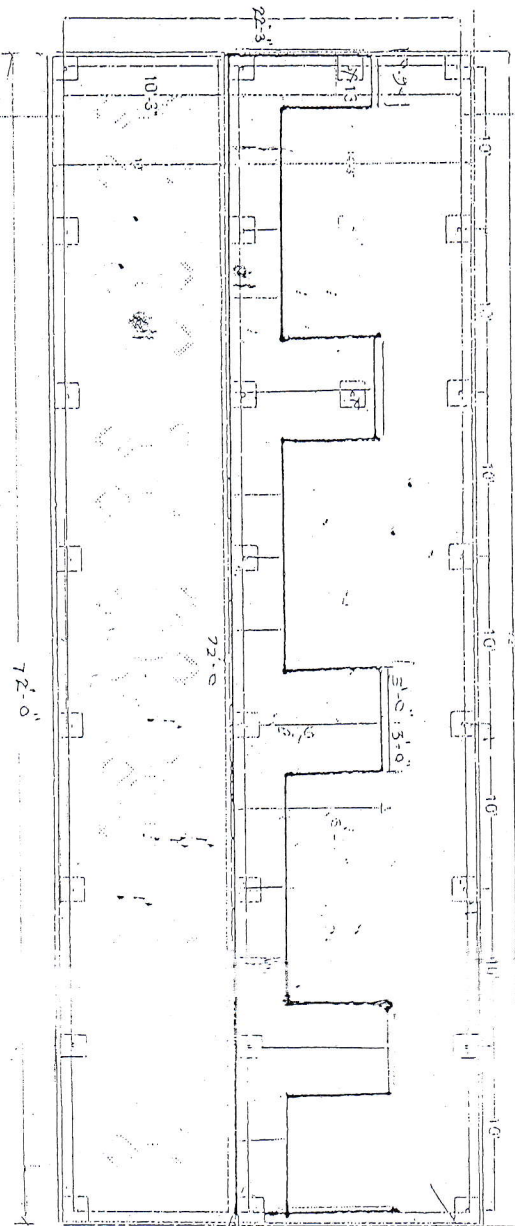
Prefabricated Cafeteria Structure - Medium



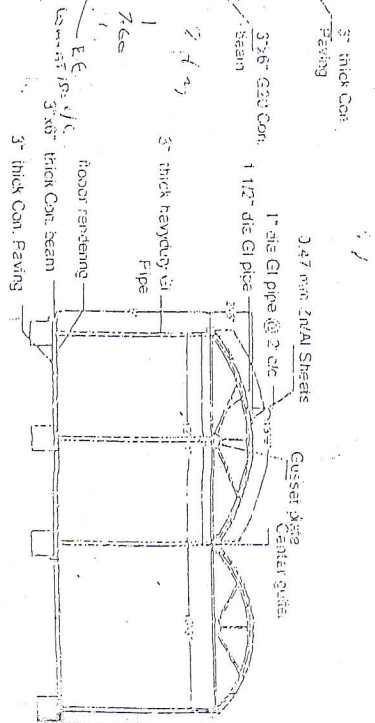
SIDE ELEVATION



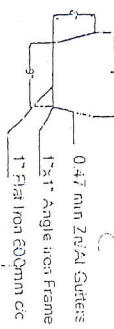
FRONT ELEVATION



PLAN

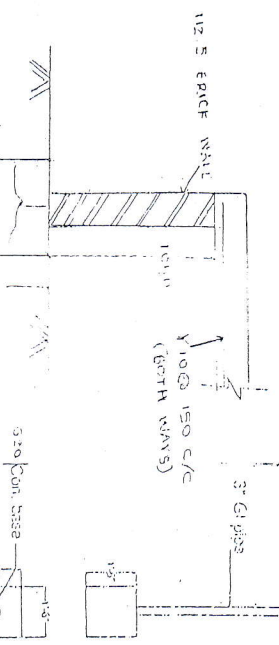


SECTION X-X



CENTER GUTTER

DETAIL FOR 11/2" 5" BRICK WALL



COLUMN

DRAWN	DESIGNED	RECOM & SUPER
A. S. MADAGEBARA	B. D. ARITYARATHNE	D. B. LIYANAGE
DRAUGHTSMAN	TA	I
DWG. CHECKED	DES. CHECKED	APPROVED
M. S. DASANAYAKE	D. N. B. LIYANAGE	S. K. I. WIJEWARDE
D.O.A	I.E	C

PROVINCIAL IRRIGATION DEPARTMENT
CONSTRUCTION NEW HELA BOTUNHALA RAMBODA

DATE: 2016-07-26
DWG NO: 2016/IRRI N / 93 (1)



*Empowered lives.
Resilient nations.*

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP 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 UNDP 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP 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.

16.3 At the request of UNDP, 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. 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:

18.1 The Recipient shall:

18.1.1 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*,

18.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

18.2 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 Article 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser’s prior written consent; *and*,

18.2.2 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:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP 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.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. 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.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the 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.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, 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 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.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

25. TAX EXEMPTION:

25.1 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, 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 UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP 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.

27.3 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 UNDP 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 UNDP hereunder.

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

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP 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 UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. 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 UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. 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:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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 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.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: 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.

34. 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.

35. SEXUAL EXPLOITATION:

35.1 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.

35.2 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.

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

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via 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.