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INVITATION TO BID

CONSTRUCTION AND REHABILITATION OF YOUTH CENTER BUILDING, KISMAYO

ITB No.: **UNDP/SOM/ITB/2018/ 007/YES**

Country: **Somalia**

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SECTION 1. LETTER OF INVITATION

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Scope of Services

Section 6: Returnable Bidding Forms

- Form A: Bid Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to procurement.so@undp.org, indicating whether you intend to submit a Bid or otherwise by **16th September 2018**. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Approved by:

**Iryna Malykh,
Procurement Specialist
UNDP Somalia Country Office**

SECTION 2. INSTRUCTION TO BIDDERS

GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.</p> <p>1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.</p> <p>1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p>

	2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p>

	4.4	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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
B. PREPARATION OF BIDS		
5. General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6. Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1	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 BDS.
8. Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10. Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense

	<p>to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
11. Price Schedule	<p>11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.</p> <p>11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
12. Bid Security	<p>12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or; b) In the event the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p>

	<p>a) 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 Bids; and</p> <p>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> 1. Those that were undertaken together by the JV, Consortium or Association; and 2. Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p>

	<p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Bid	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Bid Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
18. Clarification of Bid (from the Bidders)	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than</p>

	<p>specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Bids	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
20. Alternative Bids	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

C. SUBMISSION AND OPENING OF BIDS

22. Submission	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ul style="list-style-type: none"> i. Bear the name of the Bidder; ii. Be addressed to UNDP as specified in the BDS; and iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS. <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
Email and eTendering submissions	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</p> <p>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</p> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide</p>

	<p>and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
23. Deadline for Submission of Bids and Late Bids	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
25. Bid Opening	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 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 submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>

D. EVALUATION OF BIDS

26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, 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.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Bids	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures

	<p>and other resources applicable to the supply of goods and/or services required;</p> <p>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical Bid and prices	<p>30.1 The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
31. Due diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>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;</p> <p>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
32. Clarification of Bids	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB.</p>

	<p>32.3 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 Bids.</p>
33. Responsiveness of Bid	<p>33.1 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, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 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.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 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.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>

E. AWARD OF CONTRACT

35. Right to Accept, Reject, Any or All Bids	35.1 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 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.
37. Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or 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.
39. Contract Signature	39.1 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 to do so may 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 Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POP_P_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall

	<p>submit a Bank Guarantee in the full amount of the advance payment in the form available at</p> <p>https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POP_P_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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:</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referrer</p>

SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	<u>Not allowed.</u>
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Site visit will arranged by Sunday 16th September 2018 at 10:00 am. Please register in advance by sending an email to procurement.so@undp.org.
5	16	Bid Validity Period	120 days
Choose an item. 6	13	Bid Security	<u>Not Required</u>
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed Percentage of contract price per week of delay: 2.5% ; Max. no. of days of delay: 30 calendar days after which UNDP may terminate the contract.
9	40	Performance Security	N/A

10	12	Currency of Bid	<i>The date for the exchange rate shall be September 2018.</i>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline Proposers are required to submit their queries in writing. Telephone enquiries will not be accepted.
12	31	Contact Details for submitting clarifications/questions	E-mail: procurement.so@undp.org <i>Note: This email 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.</i> BIDS SHOULD NOT BE SUBMITTED TO THIS EMAIL ADDRESS. BIDS SUBMITTED TO THIS EMAIL ADDRESS WILL BE DISQUALIFIED.
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to Prospective Bidders by email and posting on the websites: https://www.ungm.org and http://procurement-notice@undp.org Proposers are advised to frequently check the above-mentioned websites for any addenda/clarifications that may be posted.
14	23	Deadline for Submission	Date and Time: 30th September 2018 at 13:00H Somalia time (GMT+3)
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> ELECTRONIC SUBMISSION ONLY
15	22	Bid Submission Address	<input checked="" type="checkbox"/> bids.so@undp.org
16	22	Electronic submission (email) requirements	<input checked="" type="checkbox"/> Mandatory official email address for electronic submission: bids.so@undp.org. • Format: <u>PDF files only</u> . Zip, RAR and JPEG MUST NOT BE USED Proposers are encouraged to check the attachment formats prior to submission as UNDP will not be responsible if attachments are in other formats that cannot be opened without additional software.

			<p>After preparing the technical Bid in paper format the entire Bid must be scanned or converted into one or more electronic.pdf (Adobe Acrobat) format file(s) and attached to one or more e-mails.</p> <ul style="list-style-type: none"> • File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard • All files must be free of viruses and not corrupted. <p>Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, i.e. uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in rejection of the Bid.</p> <ul style="list-style-type: none"> • Virus Scanning Software to be Used prior to transmission: ANY • The mandatory subject line of the e-mail(s) for the Bid should state “BID for UNDP/SOM/ITB/2018/007: FOR CONSTRUCTION AND REHABILITATION OF YOUTH CENTER BUILDING IN KISMAYO” - DO NOT OPEN BEFORE 30th September 2018, 13:00H • No. of copies to be transmitted: (one) 1 • Max. No. of transmission: There is no limit on the number of email messages for each Bid. • Max. File Size per transmission: 5MB <p>Bidders may send as many emails as needed but the size of each e-mail should not exceed five megabytes (5MB) and the first and subsequent messages should state the total number of messages comprising the Bid, e.g. email 1 of 3, 2, of 3, 3 of 3, etc.</p> <ul style="list-style-type: none"> • Digital Certification/Signature: <i>Signed and stamped copy</i> • Time Zone to be Recognized: <i>Somalia Time (GMT: +3.00)</i> <p>Since delays in email transmission can occur, Bidders are advised to send electronic submissions well in advance of the deadline. Offers emailed to UNDP and received after the submission deadline will be rejected.</p>
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			NB: BIDS SENT TO OR COPIED TO PERSONAL EMAILS OF UNDP STAFF AND procurement.so@undp.org WILL BE DISQUALIFIED.
17	25	Date, time and venue for the opening of bid	UNDP Somalia Mogadishu Country Office on 30th September 2018 at 13:00H
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid,
19		Expected date for commencement of Contract	15 th October 2018
20		Maximum expected duration of contract	120 Days
21	35	UNDP will award the contract to:	One Bidder Only
22	39	Type of Contract	Contract for Civil Works attached as Annex 3
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Works
24		Other Information Related to the ITB	Post Qualification Actions <ul style="list-style-type: none"> Physical inspection of Bidder's offices, branches or other places where business transpires will be mandatory prior to contract award Reference checks from past clients and UNDP performance evaluation on past contracts (if any)

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Submission of minimum Bid documents
- Bid Validity
- Acceptance of UNDP General Terms and Conditions for Works
- Screening against UNDP/UN Vendor ineligibility lists

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	Certificate of registration of the business including Articles of Incorporation, or equivalent document is Bidder is not a corporation Certificate of registration with the Relevant Government Authority	Form B: Bidder Information Form
QUALIFICATION		
Minimum	Minimum of three (3) contracts for renovation/rehabilitation and	Please submit copies of

qualification	construction works implemented within the last three years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	past contract/POs
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last three (3) years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last three (3) years.	Form D: Qualification Form
Previous Experience	<ul style="list-style-type: none"> List and value of projects performed over the last three (3) years, plus client's contact details who may be contacted for further information on those contracts Statement of Satisfactory Performance from the top two (2) clients in terms of contract value 	Form D: Qualification Form
	List and value of on-going projects with contact details of clients and current percentage completion of each on-going contract	As separate table
Financial Standing	<p>Minimum average annual turnover of USD150,000 for the last 3 years (2015, 2016 & 2017). (For JV/Consortium/Association, all Parties cumulatively should meet requirement).</p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the Contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the Contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted

Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form																																
Financial Evaluation	<ul style="list-style-type: none">Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.Comparison with budget/internal estimates.	Form F: Price Schedule Form																																
Proposed Staff	<p>The Bidder shall submit CVs of the below proposed key personnel:</p> <ul style="list-style-type: none">Project Manager (01) with minimum of 5 years’ experience in similar works. Minimum Bachelor’s Degree in Civil Engineering. CV MUST be attachedCivil Engineer (01): with minimum 3 years’ experience in similar works. Minimum Bachelor’s Degree in Civil Engineering. CV must be attachedElectrical Engineer (01) with minimum 3 years’ experience in similar works. Minimum Bachelor’s in Electrical Engineering. CV must be attached	Format for CVs of proposed key personnel																																
Equipment	<p>Construction Equipment in accordance with UNDP requirement in the following format</p> <table><tr><td></td><td>Specification of Equipment</td><td>Capacity</td><td>Minimum required Qty</td></tr><tr><td></td><td>Tipper truck</td><td>3.05m³</td><td>2</td></tr><tr><td></td><td>Water tank</td><td>5 m³</td><td>1</td></tr><tr><td></td><td>Front loader</td><td>50 HP</td><td>1</td></tr><tr><td></td><td>Manual compactor machine</td><td>0.5 HP</td><td>2</td></tr><tr><td></td><td>Concrete vibrator</td><td>0.5 HP</td><td>2</td></tr><tr><td></td><td>Concrete mixer</td><td>0.5 m³</td><td>3</td></tr><tr><td></td><td>Scaffolding</td><td>NA</td><td>100</td></tr></table>		Specification of Equipment	Capacity	Minimum required Qty		Tipper truck	3.05m³	2		Water tank	5 m³	1		Front loader	50 HP	1		Manual compactor machine	0.5 HP	2		Concrete vibrator	0.5 HP	2		Concrete mixer	0.5 m³	3		Scaffolding	NA	100	
	Specification of Equipment	Capacity	Minimum required Qty																															
	Tipper truck	3.05m³	2																															
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	Front loader	50 HP	1																															
	Manual compactor machine	0.5 HP	2																															
	Concrete vibrator	0.5 HP	2																															
	Concrete mixer	0.5 m³	3																															
	Scaffolding	NA	100																															
Implementation Timetable	<p>Implementation time-table in accordance with UNDP requirement</p> <p>120 days</p>	Bidder must share the Project implementation time-table																																

SECTION 5A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS /BILL OF QUANTITIES

REHABILITATION AND CONSTRUCTION OF YOUTH CENTER BUILDING AT SECONDEX-INJI STORES IN KISMAYO

1. Project Description

As per the need of the Kismayo district, the local authority and the regional authority requested the United Nations Development Programme (UNDP) to support in rehabilitating the existing Inji compound in Jubaland State. In light of this, the Joint Programme for Youth Employment Somalia (YES) through its Daldhis (Build Your Country) Project came up with a proposal to support this initiative - An integrated approach to re-establish the State-Citizen link in Jubaland through rehabilitation of critical infrastructure through Labour Intensive work.

Considering the overall objective of the project, which is to create job opportunities locally through labour intensive method, the Contractor shall maximize their efforts to employ local youth (laborers, monitors, and equipment operators) as required by the project/BOQ). The Contractor is required to employ 100% of the laborers/unskilled workers from the local communities at the project site, in close coordination with the project oversight committee, comprising of the government counterparts in Kismaayo. As a result, the initiative will also be used as platform for the local youth (semi-skilled and unskilled) for further training/learning, without compromising the quality of construction works.

2. Scope of Works

The proposed Youth Center construction and rehabilitation is at the second Ex-Inji stores in Kismayo within the lower Juba Region of Somalia. The proposed building currently consists of 2 warehouses with a total area of about 3,564 m² which will be converted into Boys training and practice hall and Girls training & practice and storing hall. The total area occupied by building is about 1,250m² and the building type is structural (columns and beams). New administration office blocks will be constructed and the existing buildings will be refurbished, the rehabilitation and construction work include civil, sanitary and electrical works as specified in the Bill of Quantities (BoQ).

2.1. Bill of Quantities

- 2.1.1 The Contractor must execute construction work according to the technical documents attached
- 2.1.2 The Contractor must follow requirements, conditions, instructions and standards stipulated in the technical documents (Engineer design)

2.2. Requirement of Materials to be Used

- 2.2.1 The contractor will supply all materials and requirements to the site
- 2.2.2 Use of asbestors and asbestos-containing material is not allowed

2.3 Supervision of Work

2.3.1 The UNDP Engineer will regularly monitor the work of the contractor

2.3.2 Final inspection of works will be performed by UNDP Engineer, appointed construction supervisory entity and beneficiary's representative.

2.4 Project Duration

It is envisaged that the Project will take up to a maximum of 120 days

3. Technical Documentation

Constructions works must be performed in accordance with the technical documentation/BoQ.

NB: Bidders are advised to visit the site prior to preparing their bid and ascertain the nature of the existing building and scope of works and site visit will be arranged by Sunday 16th September 2018 at 10:00 am.

SECTION 5B: OTHER RELATED REQUIREMENTS

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:

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	N/A
Exact Address of Delivery/Installation Location	The Location is: Youth center building at second Ex-Inji stores in Kismayo, Somalia
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	As per BoQ Requirements
Installation Requirements	As per BoQ requirements
Testing Requirements	As per BoQ requirements
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period	Defect Liability Period (DLP) of 12 months
Local Service Support	N/A
Technical Support Requirements	As per BOQ requirements
After-sale services Requirements	N/A
Payment Terms	<ul style="list-style-type: none"> • First milestone: Completion of 50% of the total scope of works = 45% of total contract price • Second milestone: Completion of 100% of the total scope of works = 45% of total contract price Final Payment: After 12 months of completion (Defect Liability Period) = 10% of total contract price

Conditions for Release of Payment	<p>Interim Payments</p> <ul style="list-style-type: none"> • Certification of satisfactory completion of works by the UN supervising engineer • Certification of payment by the UNDP Project Manager based certification of satisfactory of works by the UN supervising engineer <p>Final Payment:</p> <ul style="list-style-type: none"> • Certification of substantial completion inclusive of execution of outstanding lists by the UN supervising engineer, local authority representatives and certification of payment by the UNDP Project Manager <p>NB: The supervising engineer may make corrections to the amount invoiced by the contractor in which case, UNDP may effect payment for the amount so corrected. The engineer may also withhold payment if the work is not performed consistent with the terms of contract. The Engineer shall process the invoices submitted within 30 days of receipt</p>
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (if applicable)	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ CVs of key personnel	<input type="checkbox"/>
▪ List of Equipment	<input type="checkbox"/>
▪ Implementation plan	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Price Schedule:

▪ Form F: Price Schedule Form Tables 1 and 2	<input type="checkbox"/>
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Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2018/ 007/YES		

We, the undersigned, offer to supply the goods and related services required for **Construction and Rehabilitation Youth Center Building at second Ex-Inji stores in Kismayo, Federal Republic of Somalia in Mogadishu** in accordance with your Invitation to Bid No. UNDP/SOM/ITB/2018/ 007/YES and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency] for Lot Bidded.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium/Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet (120 Days).

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: _____
 Title: _____
 Date: _____
 Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]

Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations in accordance with National Law or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ List and value of projects performed for the past three years, plus client contact details who may be contacted for further information on those contacts ▪ Warranty on parts and services for a minimum period of one year. ▪ Confirmation of equipment availability and implementation timetable must be submitted. <p>CVs of the following proposed personnel</p> <ul style="list-style-type: none"> • Project Manager (01) with minimum of 5 years' experience in similar works. Minimum Bachelor's Degree in Civil Engineering. CV MUST be attached • Civil Engineer (01): with minimum 3 years' experience in similar works. Minimum Bachelor's Degree in Civil Engineering. CV must be attached • Electrical Engineer (01) with minimum 3 years' experience in similar works. Minimum Bachelor's in Electrical Engineering. CV must be attached <p>Proof of financial stability</p> <ul style="list-style-type: none"> • Latest Audited Financial Statement (Income Statement and Balance Sheet) with a minimum annual turnover of USD 150,000 by certified public accountant for the past three years (2015,2016 &2017) or financial statements prepared by the company's accountant and authorized by the company director.

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2018/ 007/YES		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
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1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2018/ 007/YES		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> Non-performing contracts did not occur during the last 3 years
<input type="checkbox"/> Contract(s) not performed in the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 2 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken
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Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year 2015	USD
	Year 2016	USD
	Year 2017	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	2015	2016	2017
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above (2014, 2015, 2016) complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;

- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2018/ 007/YES		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

1.1 Top three (or more) projects implemented by Bidder during the last 3 years

Project description	Client	Value of contract (USD)	Year of Completion	% completed	Performance valuation

1.2 Current on-going commitments (if any with UNDP and other clients)

Project description	Client	Value of contract (USD)	Year of Completion	Completion ration	Anticipated date of completion

1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

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 requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 Explain whether any work would be subcontracted (if any), to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.2 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.3 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to be Supplied and Technical Specifications	Your response		
	Compliance with technical specifications		Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Compliance with Scope of Services as Stated in Section – 5a			
Completion of works in accordance with the implementation timetable			

Confirmation:

No Deviations / Deviations to the Scope of Services per item listed above are clearly identified and noted.	Authorised Signature:
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SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP/SOM/ITB/2018/ 007/YES		

Bidders are required to prepare the Price Schedule following the below format. The price schedule must include a detailed cost breakdown of all good and related services to be provided. Separate figures must be provided for each functional grouping or category (if any).

A. Cost Breakdown per Deliverable Items*

Milestone	% of the total Payment	Amount in USD
First milestone, completions of 50% of the total works	45% of total payment	
Second Milestone: Completions of 100% of the total works	45% of total payment	
Third Milestone: After completion of defect liability period (12 months)	10% of total payment	
Total	100%	

B. **PRICED BILL OF QUANTITIES**

BOQ for rehabilitation of Youth center building at second Ex-Inji stores in Kismayo, Somalia					
Item No.	Description of works	Unit	QTY	Unit Cost	Total Cost
A.	Boys training and practice hall				
1	Site cleaning and demolishing of badly damaged walls and RCC structures				
1.1	First cleaning of all existing wild trees and sharps' at front side of the building, remove also solid materials such as rest of broken vehicles, chairs, cloths, waste empty bottles etc. Finally mobilize all non compactable materials such as broken body of the vehicles, rest of the trees trunks, sharps' while spreading and compacting all broken construction material at the depressed area at the front and back of the building. All trash and unnecessary material should be dumped at least 1 km from the site with under rule and regulation of the district Municipality.	Item	1.00		-
1.2	Demolish the upper two layers (400mm height) of existing cement blocks walling in order to get uniform level on top of the building.	m ²	39.50		-
1.3	Demolish, the weak and damaged masonry cement blocks triangle wall of approximately 1,400mm height and 10,150mm length at the West and East of the warehouse. All broken materials should be used the backfilling of depressed floor.	m ²	14.21		-
	Sub total – 1				0.00
2	Construction of new walls, RC and anther finishing works				

2.1	Rise up with masonry cement blocks walling of 400mm height to the upper layer of the two long side of the building where demolished. The wall should be used with 380mmx180mmx180mm cement blocks laid and jointed with cement sand mortar of 1:6 mixing ratio	m ²	39.50		-
2.2	Construction of new partition 4,150mm height and 10,120mm width masonry cement blocks wall jointed with cement sand mortar of 1:6 proportion. Face of wall should be in plumb	m ²	42.00		-
2.3	Enlarge existing door access of 1,500mm length x 2,300mm height in to 3,000mm length and 2,500mm height by demolishing the cement blocks and R.C. beam on top	Item	2.00		-
2.4	Puncturing of new windows at internal and external walls surfaces of the building. The windows opening should be to 1,500mm height and 1,200mm width. The rate shall include dismantling, repairing the wall, plastering and painting etc. complete.	Item	28.00		-
2.5	Construction of two new 180mm width and 200mm height reinforced concrete ring beams at 2,200mm height and final level of the new subdivision wall. The concrete should be 1:2:4 mixing ratio and reinforced with 4 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c.	m ³	0.73		-
2.6	Construction of new 180mm width and 200mm height reinforced concrete tie beam at final level of the external walls of the building. The concrete should be 1:2:4 mixing ratio and reinforced with 4 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c. N.B.	m ³	4.29		-

	<i>Note that the price should be included anchor staffs made with iron bars of diameter Ø 8mm @ 1,200mm c/c.</i>				
2.7	Construction of two new 4,000mm length, 400mm width and 200mm height reinforced concrete ring beams at 2,500mm height level of the two enlarged entrance gates of the building. The concrete should be 1:2:4 mixing ratio and reinforced with 6 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c.	m ³	0.64		-
2.8	Repair all the cracks on the walls (internal and external) after knocking down the plasters 10cm wide and 5cm deep along the cracks. Repairing to be done by insertion of Z- shaped folded iron bars of Ø 6mm diameter of 30cm length @100cm c/c across the cracks. If the cracks are large and deep the 6mm steel bars should be combined with a concrete block (1:2:4) of 30x5x5cm to string across the cracks @100cm c/c. All the cracked surface shall be sealed with cement lime sand mortar of 1:3:6 mixing ratio. N.B. <i>Note that the area (m²) mentioned in the quantity is the total cracked walls, but not the amount of the cracks.</i>	m ²	529.82		-
2.9	Apply 30mm thick Internal external plastering on the new walls. The plastering should be use with 1:6 cement sand mortar	m ²	163.00		-
2.10	Apply two coats of internal and external white washing with stucco to fill for all depressed area on all wall surfaces including new walls, ceilings etc.	m ²	1019.17		-

2.11	Apply two coats of light yellow color distemper inside and outside wall surfaces. The price should be include applying of light yellow gloss paint at the lowest 1,500mm of all internal wall surfaces in order to be washed when it became dirty.	m ²	1019.17		-
	Sub total – 2				0.00
3	Roofing				
3.1	Construction of hipped end roof with wooden trusses system bolted and connected by hoisting and fixing in position approximately 4,000mm above the R.C tie beam level. The trusses should use with double tie beam of 150x25mm, and rafters made by wooden of cross section 80x40mm. The battens must be wooden of cross section 50x50mm. Since the place of construction is costal area the covering should be used by 3,000mmc1,000mm Aluminum Zinc Coated sheets or other equal and approved, and the rate shall include two coat of approved prime weather coat. The payable area is the plan dimension of the building, so the quote should be made accordingly. The external projection of the roof should be at least 60cm wide	m ²	501.21		-
3.2	Supply and fix 200mm x 20mm fascia board, including two coats enamel paint	m	125.56		-
3.3	Supply and fix approved PVC ceiling. The PVC ceiling consists: Installation of wall angle at finished ceiling height, border panel, hanger wire which hold the main T- shaped beams, main runner or main beam, cross tees made with the same T-shaped beam, (GCWA) grip clips wall angle, (STAC) clips for single cross tees connections, (GC3W) 3-way clips and installation of 600mmx600mm PVC panels. The	m ²	501.21		-

	price should include supplying of above materials and fixing. The sample of the ceiling has to be got approved from site engineer				
3.4	Construction of decorated ceiling boards at the external 600mm under roof projection. The ceiling should be used with holding system made by timber of cross section 50mmx50mm @ 600mm c/c covered on it by good quality decorated ceiling board.	m ²	73.90		-
	Sub total – 3				0.00
4	Repairing of floor				
4.1	Provide and compact 200mm height hardcore layer with approved materials over the existing floor of whole hall building.	m ³	100.24		-
4.2	Laying 70mm thick plain cement concrete of 1:3:6 mixing ratio over newly constructed hardcore layer with proper finish.	m ³	35.08		-
4.3	Provide and fix decorated 450 x 450 x 6 mm thick approved porcelain tiles on floors and 100x8mm skirting including cement and sand (1:2) backing (max 7.5cm deep) and pointing in white cement as per engineers direction.	m ²	501.21		-
4.4	Construction of access ramp of approximately 3,000mm x3,000mm for the gates of the building. This work consist excavation of 400mm depth with construction of trapezoide masonry rubble stone walling basement of short height 400mm long height 600mm and 3,000mm length. Finally lay on the stone wall by 100mm thick concrete mortar of 1:2:4.	Item	2.00		-

	Sub total – 4				0.00
5	Gate, doors, windows and protection bars				
5.1	Provide and fix 2,500mmx3,000mm with first class steel doors of the same style of exported hardwood Singapore model, complete with all necessary fittings, fixtures, handles and locks. The door frame should be made by steel hallow box of 80mmx40mmx2mm covered with iron sheet of 1.5mm thick. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Item	2.00		-
5.2	Provide and fix 150cm height and 120cm wide new aluminum windows. The price should be included aluminum frame of 10mm thick with 6mm ordinary glasses cover internally; also the fixer should use long screw and all required fittings such as nylon netting and protection aluminum mesh.	m ²	50.40		-
5.3	Provide and fix 1,500mmx1,200mm new protection steel windows bars made by angle frame of 30mmx30mmx3mm and panel of steel plate of 10mmx3mm with three coat anti-rust painting. The sample of the protection bars has to be got approved from site engineer	m ²	50.40		-
	Sub total – 5				0.00
6	Electricity				

6.1	Supply and fix new electrical layout of the building including lighting points wired in 3x4mm ² , for sockets power 3x10mm ² and 4x16mm ² for surrounding feeder wire. The wire should put inside of the wall with heavy gauge PVC pipes of Ø 20mm diameter with all accessories but excluding switch plate and fitting such as 12 ways box with automatic switched or on sensor / contactor control. 10A to 40A switches to be placed in the controlling room as per the instruction of UNDP engineer. Every room should provide with two switch points, three UK sockets. Light fittings complete with warm white lamps inclusive of fixings, supports and final connections with 1x36W 1290mm long batten fluorescent fitting with polycarbonate body. 1 one each for every 10sqm area. Each room (4.0mx4.0m or equivalent) shall be provided with three sockets of 250A. The price should be included providing and fixing of 360° rotatable ceiling ventilator fans .	m ²	501.21		-
	Sub total – 5				-
	Total for boy training and practice hall				-
B.	Lecture/meeting hall, Girls training & practice and storing hall				
7	Site cleaning and demolishing of badly damaged walls and RCC structures				

7.1	First cleaning of all existing wild trees and sharps' at front side of the building, remove also solid materials such as rest of broken vehicles parts, chairs, cloths, waste empty bottles etc. Finally mobilize all non compactable materials such as broken body of the vehicles engines, rest of the trees trunks, sharps' while spreading and compacting all broken construction material at the depressed area at the front and back of the building. All trash and unnecessary material should be dumped at least 1 km from the site with under rule and regulation of the district Municipality.	Item	1.00		-
7.2	Demolish the upper two layers (400mm height) of existing cement blocks walling in order to get uniform level on top of the building.	m ²	39.44		-
7.3	Demolish, the weak and damaged masonry cement blocks triangle wall of approximately 1,400mm height and 10,150mm length at the West and East of the warehouse. All broken materials should be used the backfilling of depressed floor.	m ²	14.21		-
7.4	Remove carefully the five (5) broken and rusted steel trusses on top of the building.	Item	5.00		-
	Sub total – 7				0.00
8	Construction of new walls, RC and anther finishing works				
8.1	Rise up with masonry cement blocks walling of 400mm height to the upper layer of the two long side of the building where demolished. The wall should be used with 380mmx180mmx180mm cement blocks laid and jointed with cement sand mortar of 1:6 mixing ratio	m ²	39.44		-

8.2	Rise up with masonry cement blocks walling of 400mm height to the upper layer of the four sides of the storing building which is 400mm less height for the other two attached building. The wall should be used with 380mmx180mmx180mm cement blocks laid and jointed with cement sand mortar of 1:6 mixing ratio	m ²	19.18		-
8.3	Construction of new partition 4,150mm height and 9,760mm width masonry cement blocks wall jointed with cement sand mortar of 1:6 proportion. Face of wall should be in plumb	m ²	40.50		-
8.4	Construction of new partition 4,150mm height masonry cement block walls for the new toilets. The wall should made by cement blocks of 380mmx180mmx180mm jointed with cement sand mortar of 1:6 proportion. Face of wall should be in plumb	m ²	109.13		-
8.5	Enlarge existing door access of 1,500mm length x 2,300mm height in to 3,000mm length and 2,500mm height by demolishing the cement blocks and R.C. beam on top	Item	3.00		-
8.6	Puncturing of new windows at internal and external walls surfaces of the building. The windows opening should be to 1,500mm height and 1,200mm width. The rate shall include dismantling, repairing the wall, plastering and painting etc. complete.	Item	26.00		-
8.7	Puncturing of new windows at external walls surfaces of the toilets. The windows opening should be to 600mm height and 600mm width. The rate shall include dismantling, repairing the wall, plastering and painting etc. complete.	Item	27.00		-

8.8	Construction of two new 180mm width and 200mm height reinforced concrete ring beams at 2,200mm height and final level of the new subdivision walls. The concrete should be 1:2:4 mixing ratio and reinforced with 4 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c.	m ³	2.11		-
8.9	Construction of new 180mm width and 200mm height reinforced concrete tie beam at final level of the external walls of the building. The concrete should be 1:2:4 mixing ratio and reinforced with 4 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c. N.B. <i>Note that the price should be included anchor staffs made with iron bars of diameter Ø 8mm @ 1,200mm c/c.</i>	m ³	4.65		-
8.10	Construction of three new 4,000mm length, 400mm width and 200mm height reinforced concrete ring beams at 2,500mm height level of the two enlarged entrance gates of the building. The concrete should be 1:2:4 mixing ratio and reinforced with 6 number of iron bars of diameter Ø 14mm and staffs of iron bars of diameter Ø 8mm @ 250mm c/c.	m ³	0.64		-
8.11	Repair all the cracks on the walls (internal and external) after knocking down the plasters 10cm wide and 5cm deep along the cracks. Repairing to be done by insertion of Z- shaped folded iron bars of Ø 6mm diameter of 30cm length @100cm c/c across the cracks. If the cracks are large and deep the 6mm steel bars should be combined with a concrete block (1:2:4) of 30x5x5cm to string across the cracks @100cm c/c. All the cracked surface shall be sealed with cement lime sand mortar of 1:3:6	m ²	574.94		-

	mixing ratio. N.B. <i>Note that the area (m²) mentioned in the quantity is the total cracked walls, but not the amount of the cracks.</i>				
8.12	Apply 30mm thick Internal external plastering on the new walls. The plastering should be use with 1:6 cement sand mortar	m ²	416.50		-
8.13	Apply two coats of internal and external white washing with stucco to fill for all depressed area on all wall surfaces including new walls, ceilings etc.	m ²	1253.24		-
8.14	Apply two coats of light yellow color distemper inside and outside wall surfaces. The price should be include applying of light yellow gloss paint at the lowest 1,500mm of all internal wall surfaces in order to be washed when it became dirty.	m ²	1253.24		-
8.15	Construction of ceramic wall tiles for the lowest 1.7m height of all toilets wall surfaces inside toilets and 1,000mm x1,000mm for the front of four sinks. The ceramic tile should be laid and jointed with cement sand mortar of 1:2 mixing . The price should be included PVC or aluminum edge for all cornice and angle.	m ²	59.16		-
	Sub total – 8				0.00
9	Roofing				

9.1	Construction of hipped end roof with wooden trusses system bolted and connected by hoisting and fixing in position approximately 3,880mm above the R.C tie beam level. The trusses should use with double tie beam of 150x25mm, and rafters made by wooden of cross section 80x40mm. The battens must be wooden of cross section 50x50mm. Since the place of construction is costal area the covering should be used by 3,000mmc1,000mm Aluminum Zinc Coated sheets or other equal and approved, and the rate shall include two coat of approved prime weather coat. The payable area is the plan dimension of the building, so the quote should be made accordingly. The external projection of the roof should be at least 60cm wide	m ²	502.86		-
9.2	Supply and fix 200mm x 20mm fascia board, including two coats enamel paint	m	121.40		-
9.3	Supply and fix approved PVC ceiling. The PVC ceiling consists: Installation of wall angle at finished ceiling height, border panel, hanger wire which hold the main T- shaped beams, main runner or main beam, cross tees made with the same T-shaped beam, (GCWA) grip clips wall angle, (STAC) clips for single cross tees connections, (GC3W) 3-way clips and installation of 600mmx600mm PVC panels. The price should include supplying of above materials and fixing. The sample of the ceiling has to be got approved from site engineer	m ²	481.17		-
9.4	Construction of decorated ceiling boards at the external 600mm under roof projection. The ceiling should be used with holding system made by timber of cross section 50mmx50mm @ 600mm c/c covered on it by good quality decorated ceiling board.	m ²	72.30		-

	Sub total – 9				0.00
10	Repairing of floor				
10.1	Provide and compact 200mm height hardcore layer with approved materials over the existing floor of whole hall building.	m ³	96.23		-
10.2	Laying 70mm thick plain cement concrete of 1:3:6 mixing ratio over newly constructed hardcore layer with proper finish.	m ³	33.68		-
10.3	Provide and fix decorated 450 x 450 x 6 mm thick approved porcelain tiles on floors and 100x8mm skirting including cement and sand (1:2) backing (max 7.5cm deep) and pointing in white cement as per engineers direction.	m ²	481.17		-
10.4	Construction of access ramp of approximately 3,000mm x3,000mm for the gates of the building. This work consist excavation of 400mm depth with construction of trapezoide masonry rubble stone walling basement of short height 400mm long height 600mm and 3,000mm length. Finally lay on the stone wall by 100mm thick concrete mortar of 1:2:4.	Item	3.00		-
	Sub total – 10				0.00
11	Gate, doors, windows and protection bars				
11.1	Provide and fix 2,500mmx3,000mm with first class steel doors of the same style of exported hardwood Singapore model, complete with all necessary fittings, fixtures, handles and locks. The door frame should be made by steel hallow box of 80mmx40mmx2mm covered with iron sheet of 1.5mm thick. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Item	3.00		-

11.2	Provide and fix 2,150mmx900mm with first class exported hardwood timber doors (Singapore model) complete with all necessary fittings, fixtures, handles and locks. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Item	8.00		-
11.3	Provide and fix 150cm height and 120cm wide new aluminum windows. The price should be included aluminum frame of 10mm thick with 6mm ordinary glasses cover internally; also the fixer should use long screw and all required fittings such as nylon netting and protection aluminum mesh.	m ²	48.60		-
11.4	Provide and fix 600mm height and 600mm wide new aluminum windows. The price should be included aluminum frame of 10mm thick with 6mm ordinary glasses cover internally; also the fixer should use long screw and all required fittings such as nylon netting and protection aluminum mesh.	m ²	2.16		-
11.5	Provide and fix 1,500mmx1,200mm new protection steel windows bars made by angle frame of 30mmx30mmx3mm and panel of steel plate of 10mmx3mm with three coat anti-rust painting. The sample of the protection bars has to be got approved from site engineer	m ²	48.60		-
11.6	Provide and fix 600mmx600mm new protection steel windows bars made by angle frame of 30mmx30mmx3mm and panel of steel plate of 10mmx3mm with three coat anti-rust painting. The sample of the protection bars has to be got approved from site engineer	m ²	2.16		-
	Sub total – 11				0.00

12	Electricity				
12.1	Supply and fix new electrical layout of the building including lighting points wired in 3x4mm ² , for sockets power 3x10mm ² and 4x16mm ² for surrounding feeder wire. The wire should put inside of the wall with heavy gauge PVC pipes of Ø 20mm diameter with all accessories but excluding switch plate and fitting such as 12 ways box with automatic switched or on sensor / contactor control. 10A to 40A switches to be placed in the controlling room as per the instruction of UNDP engineer. Every room should provide with two switch points, three UK sockets. Light fittings complete with warm white lamps inclusive of fixings, supports and final connections with 1x36W 1290mm long batten fluorescent fitting with polycarbonate body. 1 one each for every 10sqm area. Each room (4.0m x 4.0m or equivalent) shall be provided with three sockets of 250A. The price should be included providing and fixing of 360° rotatable ceiling ventilator fans .	m ²	481.17		-
	Sub total – 12				-
13	Sanitary system				
13.1	Supply and fix one set of European flash complete (WC, hand wash, shower with plate etc.) with all required accessory such as mirror, toilet paper holder, towel holder, soap holder etc.	Item	6.00		-
	Sub total – 13				-
14	Construction of new septic tank				

14.1	General cleaning for all broken stones, trees, sharps and other material which are the area where is going to be build the building .	m ²	50.00		-
14.2	Excavation of septic hall of 6,800mm length, 3,800mm width and 2,200mm depth. Excavated material should be used strengthen the embankment at the south side of the septic.	m ³	56.85		-
14.3	Construction of 100mm thick Plain cement concrete of 1:3:6 mixing	m ³	0.78		-
14.4	Construction of 4,000mm thick and 2,200mm height rubble stone wall to the surrounding area of the septic hall surface. The rubble should be jointed and connected by cement sand mortar of mixing ratio 1:6	m ³	16.46		-
	Sub total – 14				-
15	Super structure works				
15.1	Construct 400mm wide and 200mm thick reinforced concrete beam of 1:2:4 mixing ratio with # 4 Y14 and staffs of 6mm@ 250mm/cc over the wall	m ³	1.57		-
15.2	R.C (1:2:4 Mixing ratio) slab cover of 150mm thick with Ø 12mm & 10mm main bars and 8mm distribution bars both ways at top and bottom and distanced 150mm c/c N.B <u>The slab should mixed by machine, also it has to be kept moist and watered for a period of minimum 3 weeks and protect from sun</u>	m ³	3.88		-
	Sub total – 15				-

	Total for Lecture/meeting hall, Girls training & practice and storing hall				-
C.	Construction of new administration block				
16	site preparation and substructure works				
16.1	Site preparation and setting out of the site with cleaning of quarry, trees, sharps and other material which are the area where is going to be build the building .	m ²	300.00		-
16.2	Earthwork in excavation of trench for foundation of wall, in all kinds of soil and not exceeding 800mm depth and 600mm wide, including dressing of bottom and sides of trenches. Stack excavated soil clear from edges of excavation and subsequent back filling around masonry in 150mm layers with compaction and including disposal of surplus soil out of site as directed by engineer.	m ³	51.59		-
16.3	Lay at the bottom of excavated trenches 50mm blinding lean concrete 1:3:6	m ³	4.18		-
16.4	Construct stone wall in foundation, 400mm thickness bedded and jointed with cement sand mortar of 1:6 proportion (1 cement: 6 clean coarse sand) up to a height of 950mm (550mm foundation +400mm above GL). Face of wall should be in plumb. Corner stone should be good stones dressed to correct angles and laid as headers and stretchers. Bond stones shall be provided 1000mm c/c vertically and horizontally. Wall should be laid in courses of 400mm height. All the gaps between stones shall be filled with cement mortar and wall should be kept moist for a period of at least 10 days and should be protected from sun.	m ³	52.94		-

16.5	Construct 800x800x300 mm reinforced concrete footing of 1:2:4 mixing ratio for columns with # 10 Y14 both ways and column neck of 200x400mm and 650mm high with # 4 Y 14 and stirrups of 8mm@ 250mm/cc. For 20 nos of column.	m ³	4.88		-
16.6	Construct 400mm wide, 200mm thick of reinforced concrete beam of 1:2:4 mixing ratio with # 4 Y14 and staffs of 6mm@ 250mm/cc over foundation wall	m ³	11.14		-
	Sub total – 16				-
17	Super structure works				
17.1	Provide and fix 400mm wide, 1000 gauge polythene membrane on the constructed reinforced concrete beam.	m ²	55.72		-
17.2	Provide and compact 30cm height hardcore layer with approved materials over the existing floor of whole hall building.	m ³	44.31		-
17.3	Laying 70mm thick plain cement concrete of 1:3:6 mixing ratio over newly constructed hardcore layer with proper finish.	m ³	10.34		-
17.4	Provide and fix 1000 gauge polythene membrane on all floor surfaces of the whole building including corridors and verandas.	m ²	147.71		-
17.5	Construction of front staircase of 300mm trade and 150mm rise made by rubble stone jointed and connected with cement sand mortar	Item	2.00		-

17.6	Construct hollow concrete block wall (180x380x180)mm , 2,750mm high jointed with cement sand mortar of 1:5 proportion (1 cement: 5 clean coarse sand) as per drawing. Face of wall should be in plumb. Corner block should be proper placed to correct angles and laid as headers and stretchers. The wall should be kept moist for a period of at least 10 days and should be protected from sun. (Periphery walls	m ²	336.90		-
17.7	Construct 20 pieces of reinforced concrete columns of 180mmx180mm and 2,750mm height of 1:2:4 mixing ratio and No.4 Y14 and staffs of Ø 6mm @250mm c/c. N.B. <u>Note that the price will be included 4 pair of decorated round columns of 400mm diameter at the two entrances of the building.</u>	m ³	4.55		-
17.8	Construct 180mm wide, 150mm thick of reinforced concrete 2,200mm level beam of 1:2:4 mixing ratio with # 4 Y14 and staffs of 6mm@ 250mm/cc. Note that the price include the R.C arc at the front shed of the buiding	m ³	11.39		-
17.9	Construct 180mm wide, 150mm thick of reinforced concrete tie anchor beam of 1:2:4 mixing ratio with # 4 Y14 and staffs of 6mm@ 250mm/cc over foundation wall.	m ³	10.05		-
17.10	Seal the gap in between CGI sheets and top tie beam at the external wall of the building by Constructing of trapezoid masonry cement blocks (0.38mx0.18mx0.18m) wall in , laid and jointed by cement sand mortar of 1:5 mixing ratio	m ²	5.27		-
	Sub total – 17				-

18	Plastering and other finishing				
18.1	Apply 30mm thick plastering coats of cement sand mortar on 1:6 for the external wall surfaces of the foundation walling. Walls should be cured at least for one week after 24 hours of plastering.	m ²	35.87		-
18.2	Apply 30mm thick plastering coats of cement sand mortar on 1:6 periphery, office, store and internal partition walls (300cm high) , both inside and outside. Walls should be cured at least for one week after 24 hours of plastering. The price should included plastering of external wall surface of foundation wall	m ²	709.68		-
18.3	Provide and fix decorated 450 x 450 x 6 mm thick approved porcelain tiles on floors and 100x8mm skirting including cement and sand (1:2) backing (max 7.5cm deep) and pointing in white cement as per engineers direction.	m ²	139.31		-
18.4	Construction of ceramic wall tiles for the lowest 1,700mm height of all toilets wall surfaces inside building. The ceramic tile should be laid and jointed with cement sand mortar of 1:2 mixing . The price should be included PVC of aluminum edge for all cornice and angle.	m ²	35.95		-
18.5	Apply two coats of internal and external white washing with stucco to fill for all depressed area on all wall surfaces including new walls, ceilings etc.	m ²	673.73		-
18.6	Apply two coats of light yellow color distemper inside and outside wall surfaces. The price should be include applying of light yellow gloss paint at the lowest 1,500mm of all internal wall surfaces in order to be washed when it became	m ²	673.73		-

	dirty.				
	Sub total – 18				-
19	Roofing				
19.1	The following in roof Trusses with bolted connections including hoisting and fixing in position approximately 3.50 meters above first floor level 2x200x50cm rafter, 2x200x50m twin joist, 100x50m strut; Common members:- 150x50m rafters, 100x50m purlins, 150x50m valley/hip rafters; 100x50m wall plate 28 Gauge Aluminum Zinc Coated sheets or other equal and approved. the rate shall include two coat of prime coat and two coat of approved paint on the roof including preparation of surface. The payable area is the plan dimension of the building, so the quote has to be made accordingly. The external projection of the roof should be at least 60cm wide	m ²	191.42		-
19.2	Supply and fix 200mm x 20mm fascia board, including two coats enamel paint	m	35.87		-
19.3	Supply and fix approved PVC ceiling. The PVC ceiling consists: Installation of wall angle at finished ceiling height, border panel, hanger wire which hold the main T- shaped beams, main runner or main beam, cross tees made with the same T-shaped beam, (GCWA) grip clips wall angle, (STAC) clips for single cross tees connections, (GC3W) 3-way clips and installation of 600mmx600mm PVC panels. The price should include supplying of above materials and fixing. The sample of the ceiling has to be got approved from site engineer	m ²	160.83		-

19.4	Construction of decorated ceiling boards at the external 600mm under roof projection. The ceiling should be used with holding system made by timber of cross section 50mmx50mm @ 600mm c/c covered on it by good quality decorated ceiling board.	m ²	39.41		-
	Sub total – 19				-
20	Doors windows and rails				
20.1	Provide and fix 2,150mmx900mm steel of Singapore model design complete with all necessary fittings, fixtures, handles and locks. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Nos	2.00		-
20.2	Provide and fix 2,150mmx900mm with first class exported hardwood timber doors (Singapore model) complete with all necessary fittings, fixtures, handles and locks. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Nos	14.00		-
20.3	Provide and fix new aluminum windows (1,500mmx1,200m) with good quality nylon netting including all fittings, fixtures etc. The sample of the windows has to be got approved from site engineer.	m ²	9.00		-
20.4	Provide and fix new aluminum windows (1,000mmx800mm) with good quality nylon netting including all fittings, fixtures etc. The sample of the windows has to be got approved from site engineer.	m ²	9.60		-

20.5	Supply and install steel ballustrade fence at front verandah of the building. The rail should be made by steel hallow box frame of 50mm x 50mm decorated with iron bars and steel plate. See the attached drawing.	m	7.86		-
20.6	Provide and fix 1,500mmx1,200mm new protection steel windows bars made by angle frame of 30mmx30mmx3mm and panel of steel plate of 10mmx3mm with three coat anti-rust painting. The sample of the protection bars has to be got approved from site engineer	m ²	9.00		-
20.7	Provide and fix 1,000mmx800mm new protection steel windows bars made by angle frame of 30mmx30mmx3mm and panel of steel plate of 10mmx3mm with three coat anti-rust painting. The sample of the protection bars has to be got approved from site engineer	m ²	9.60		-
	Sub total – 20				-
21	Electricity				
21.1	Supply and fix new electrical layout of the building including lighting points wired in 3x4mm ² , for sockets power 3x10mm ² and 4x16mm ² for surrounding feeder wire. The wire should put inside of the wall with heavy gauge PVC pipes of Ø 20mm diameter with all accessories but excluding switch plate and fitting such as 12 ways box with automatic switched or on sensor / contactor control. 10A to 40A switches to be placed in the controlling room as per the instruction of UNDP engineer. Every room should provide with two switch points, three UK sockets. Light fittings complete with warm white lamps inclusive of fixings, supports and final connections with 1x36W 1290mm long batten	m ²	139.31		-

	fluorescent fitting with polycarbonate body.1 one each for every 10sqm area. Each room (4.0mx4.0m or equivalent) shall be provided with three sockets of 250A. The price should be included providing and fixing of 360° rotatable ceiling ventilator fans .				
	Sub total – 21				-
22	Sanitary system				
22.1	Supply and fix one set of European flash complete (WC, hand wash, shower with plate etc.) with all required accessory such as mirror, toilet paper holder, towel holder, soap holder etc.	Item	5.00		-
	Sub total – 22				-
23	Connection and manhole construction				
23.1	Construction of 1,000mmx1,000mm masonry cement blocks manholes laid by cement sand mortar of 1:4 with connection PVC pipes of Ø150mm diameter. The item includes all necessary excavation, cement bloc masonry, cover slab (1:2:4) with nominal reinforcement, plastering and finishing etc. complete as per UNDP engineers satisfaction.	Item	6.00		-

23.2	Provide and fix all required plumbing material such as height pressure PVC of diameter Ø 1½" feeder pipes from nearest available water source inside of State house to the building, with all required fittings (Elbows, T-joints, regulator valves etc.). The price should include excavation of trench and fixing	Item	1.00		-
	Sub total – 23				-
	Total for Construction of new administration block				-
D.	Boundary wall				
24	Site cleaning and demolishing of badly damaged walls and RCC structures				
24.1	First cleaning of all existing wild trees and sharps' at front and back sides of the building, remove also solid materials such as rest of broken materials, chairs, cloths, waste empty bottles etc. Finally mobilize all non compactable materials such as broken body of rest of the trees trunks, sharps' while spreading and compacting all broken construction material at the depressed area at the front, inside and back of the building. All trash and unnecessary material should be dumped at least 1 km from the site with under rule and regulation of the district Municipality.	Item	2.00		-
24.2	Demolish the badly damaged existing front cement blocks buondry wall. Note that all broken construction material should backfilled at the depressed area at the front, inside and back of the building. All trash and unnecessary material should be dumped at least 1 km from	Item	1.00		-

	the site with under rule and regulation of the district Municipality.				
	Sub total – 24				-
25	Substructure works				
25.1	Earthwork in excavation of trench for front side foundation wall, in all kinds of soil and not exceeding 600mm depth and 400mm wide, including dressing of bottom and sides of trenches. Stack excavated soil clear from edges of excavation and subsequent back filling around masonry in 150mm layers with compaction and including disposal of surplus soil out of site as directed by engineer.	m ³	5.57		-
25.2	Lay at the bottom of excavated trenches 50mm blinding lean concrete 1:3:6	m ³	0.46		-
25.3	Construct stone wall in foundation, 40cm thickness bedded and jointed with cement sand mortar of 1:6 proportion (1 cement: 6 clean coarse sand) up to a height of 950mm (550mm foundation +400mm above GL). Face of wall should be in plumb. Corner stone should be good stones dressed to correct angles and laid as headers and stretchers. Bond stones shall be provided 1000mm c/c vertically and horizontally. Wall should be laid in courses of 400mm height. All the gaps between stones shall be filled with cement mortar and wall should be kept moist for a period of at least 10 days and should be protected from sun.	m ³	8.82		-
25.4	Construct 400mm wide, 150mm thick of reinforced concrete beam of 1:2:4 mixing ratio with # 4 Y14 and staffs of 6mm@ 250mm/cc	m ³	1.39		-

	over foundation wall				
	Sub total – 25				-
26	Super structure works				
26.1	Provide and fix 400mm wide, 1000 gauge polythene membrane on the constructed reinforced concrete beam.	m ²	9.28		-
26.2	Construct masonry cement blocks wall (180x380x180)mm , 2,400mm high jointed with cement sand mortar of 1:6 proportion (1 cement: 6 clean coarse sand) as per drawing. Face of wall should be in plumb. Corner block should be proper placed to correct angles and laid as headers and stretchers. The wall should be kept moist for a period of at least 10 days and should be protected from sun. (Periphery walls	m ²	55.68		-
26.4	Construct 280mm wide, 70mm thick of reinforced concrete coping beam of 1:2:4 mixing ratio with # 4 Y10 and staffs of 6mm@ 250mm/cc.	m ³	0.45		-
26.5	Provide and fix 2,500mmx5,000mm good quality steel gate with one door in the middle with all necessary fittings, fixtures, handles and locks. The gate frame should be made by GI pipes not less than diameter Ø 1½" distanced @ 2,000mm c/c both way covered on it with iron sheet of 2mm thick. The rate shall include all fittings, fixtures, painting and varnishing complete. The sample of the door has to be got approved from site engineer.	Item	1.00		-

	Construction of two reinforced concrete columns of 400mmx400mm and 4,000mm height (1,000mm underground and 3,000mm above). The columns should be made with 1:2:4 mixing ratio concrete reinforced with 6 numbers of iron bars of diameter Ø 16mm. The price should be included excavation and construction of footing of 700mmx700mmx300mm reinforced by iron bars of diameter Ø 14mm distanced @ 150mm c/c both ways.	Item	2.00		-
26.6	Provide and fix L-shaped 50mmx50mmx5mm angle iron of 1.5m height @ 1.5m c/c on top of the entire perimeter wall. The angles shall be grouted on the wall with 1:2:4 concrete coping beam. Contractor should provide and fix in to the angle irons 5 lines of approved quality barbed wires. Finally contractor should put on top of the angle irons two rows of 30cm dia razor wires (max extension of 6,000mm is permissible).	m	23.00		-
	Sub total – 26				-
27	Plastering and other finishing				
27.1	Apply 3cm thick plastering coats of cement sand mortar on 1:6 for internal and external wall surfaces of the foundation walling. Walls should be cured at least for one week after 24 hours of plastering.	m ²	25.52		-
27.2	Apply 20mm thick plastering coats of cement sand mortar on 1:5 internal and external of the boundary wall surfaces. Walls should be cured at least for one week after 24 hours of plastering. The price should include plastering of external wall surface of foundation wall	m ²	111.36		-

27.3	Apply two coats white wash with wood glue fix for all wall surfaces.	m ²	111.36		-
	Sub total – 27				-
28	Refurbishing of back side boundry wall				
28.1	Repair all the cracks on the walls (internal and external) after knocking down the plasters 10cm wide and 5cm deep along the cracks. Repairing to be done by insertion of Z- shaped folded iron bars of Ø 6mm diameter of 30cm length @100cm c/c across the cracks. If the cracks are large and deep the 6mm steel bars should be combined with a concrete block (1:2:4) of 30x5x5cm to string across the cracks @100cm c/c. All the cracked surface shall be sealed with cement lime sand mortar of 1:3:6 mixing ratio. The price should be included construction of missing portion of the wall and increasing the height of the wall till 2,000mm from ground level.	Item	1.00		-
28.2	Provide and fix L-shaped 50mmx50mmx5mm angle iron of 1.5m height @ 1.5m c/c on top of the entire perimeter wall. The angles shall be grouted on the wall with 1:2:4 concrete coping beam. Contractor should provide and fix in to the angle irons 5 lines of approved quality barbered wires. Finally contractor should put on top of the angle irons two rows of 30cm dia razor wires (max extension of 6,000mm is permissible).	m	29.00		-
28.3	Apply 20mm thick plastering coats of cement sand mortar on 1:5 internal and external of the boundary wall surfaces. Walls should be cured at least for one week after 24 hours of plastering. The price should included plastering	m ²	150.80		-

	of external wall surface of foundation wall				
28.4	Apply two coats white wash with wood glue fix for all wall surfaces.	m ²	150.80		-
	Sub total – 28				-
	Total for boundary wall				-
	Grand total for rehabilitation of YES DALDHIS at second EX-Inji stors in Kismayo				-

Note: It is the responsibility of the bidders to verify the accuracy of the information, prices and calculations in the price schedule sheet. **In case of discrepancies between unit price and total price, the unit price will prevail.**

Name of Bidder: _____

Authorised Signature: _____

Nate of authorised signatory: _____

Functional Title: _____

Stamp with official company's stamp

SUMMARY OF REHABILITATION OF YOUTH CENTER BUILDING AT SECOND EX-INJI STORES IN KISMAYO.

Please complete the table in full.

Item	Description	Total Cost (USD)
A	Sub-Total for Boys training and practice hall	
B	Sub-Total for Lecture/meeting hall, Girls training & practice and storing hall	
C	Sub-Total for Construction of new administration block	
D	Sub-Total for Boundary wall	
GRAND TOTAL		

Name of Bidder: _____

Authorised Signature: _____

Nate of authorised signatory: _____

Functional Title: _____

Stamp with official company's stamp



Annex 1: Model Contract for Civil Works

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform _____ [INSERT SUMMARY DESCRIPTION OF THE WORKS] (hereinafter referred to as the "Works"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ [Rehabilitation of Youth center Building at second Ex-Inji stores in Kismayo], attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Technical Specifications and Drawings [ref. dated], attached hereto as Annex II;
 - c) the Contractor's Tender _____ [IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT:

including the Priced Bill of Quantities] [ref....., dated], as clarified by the agreed minutes of the negotiation meeting² [dated.....], not attached hereto but known to and in the possession of both parties.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

[INSERT NAME AND ADDRESS OF

THE CONTRACTOR]

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within ____ **[INSERT NUMBER OF DAYS]** days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... **[INSERT DATE]**, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... **[INSERT DATE]**.
- 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 Works foreseen under this Contract in accordance with the highest industrial and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment³

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract,

² If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

³ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

- 3.2 The price 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.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE⁴</u>	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of		
Contract/./....
....././....
Upon substantial		
completion of Works/./....
Upon final		
completion of Works/./....

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall

⁴ In the case of advance payments, the amount should not exceed 15%.

not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.

- 3.4 The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every _____ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.⁵

[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]

- 3.@ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.@ 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 performance of the Works.
- 3.@ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final completion by the Engineer.

4. Special conditions⁶

- 4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee ⁷for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.⁸
- 4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of

⁵ In the case of advance payments, the amount should not exceed 15%.

⁶ Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.

⁷ If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

⁸ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant.

_____ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.⁹ Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.

- 4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT -PERCENTAGE OF THE TOTAL]**

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].¹⁰

- 4.4 **[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER]** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.

- 4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.

- 4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be ____ **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

⁹ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

¹⁰ The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT NAME OF RR OR DIVISION CHIEF]

Chief
United Nations Development Programme

Ref. ____/____/____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: _____

Fax: _____

Cable: _____

For the Contractor:

[Insert Name, Address and Telex,

Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,

Fax and Cable Numbers of the Engineer]

OR

8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____



GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
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14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
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20. Care of Works
21. Insurance of Works, Etc.
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31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion

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36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress
45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the UNDP
68. Termination by the UNDP
69. Termination by the Contractor
70. Rights and Remedies of the UNDP
71. Settlement of Disputes
72. Privileges and Immunities
73. Security
74. Audit and Investigations
75. Anti-Terrorism

Appendix I: Formats of Performance Security
Performance Bank Guarantee

Performance Bond

1. DEFINITIONS

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

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL

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

3. HEADINGS OR NOTES

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

4. LEGAL RELATIONSHIPS

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

5. GENERAL DUTIES/POWERS OF ENGINEER

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.

- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1. Obligation to Perform in Accordance with Contract

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

6.2 Responsibility for Site Operations

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

6.3. Responsibility for Employees

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

6.4. Source of Instructions

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

6.5. Officials Not to Benefit

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

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

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

6.7. Confidential Nature of Documents

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

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

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

7.2. Subcontracting

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

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor

shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

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

8.2. One copy of Drawings to be kept on Site

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

8.3. Disruption of Progress

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

9. WORK BOOK

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

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

10. PERFORMANCE SECURITY

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines,

conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

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

13. PROGRAMME OF WORK TO BE FURNISHED

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

14. WEEKLY SITE MEETING

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

15. CHANGE ORDERS

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

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's

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

17. CONTRACTOR'S EMPLOYEES

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

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the

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

19. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

20. CARE OF WORKS

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

21. INSURANCE OF WORKS, ETC.

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

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

- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);
Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

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

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

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

23.3. Provision to Indemnify Employer

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

24. ACCIDENT OR INJURY TO WORKMEN

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

- b) Insurance Against Accident, etc., to Workmen

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

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

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

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

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

- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

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

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

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

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

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

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

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

31. OPPORTUNITIES FOR OTHER CONTRACTORS

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

32. CONTRACTOR TO KEEP SITE CLEAN

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

34.1 Engagement of Labour

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

34.2 Supply of Water

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

34.3 Alcoholic Drinks or Drugs

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

34.4 Arms and Ammunition

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

34.5 Holiday and Religious Customs

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

34.6 Epidemics

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

34.7 Disorderly Conduct, etc.

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

34.8 Observance by Sub-Contractors

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

34.9 Legislation applicable to Labour

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

35 RETURNS OF LABOUR, PLANT, ETC.

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

36 MATERIALS, WORKMANSHIP AND TESTING

Materials and Workmanship

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.
- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

36.1 Cost of Samples

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

36.2 Cost of Tests

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

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

37 ACCESS TO SITE

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

38 EXAMINATION OF WORK BEFORE COVERING UP

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

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

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

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and

- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

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

40 SUSPENSION OF WORK

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

41 POSSESSION OF SITE

41.1 Access to Site

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

41.2 Wayleaves, etc.

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

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the

Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

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

43 EXTENSION OF TIME FOR COMPLETION

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

44 RATE OF PROGRESS

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

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

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

46.2 Substantial Completion of Sections or Parts of the Works

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

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

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

47 DEFECTS LIABILITY

47.1 Defects Liability Period

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

47.2 Completion of Outstanding Work and Remedying of Defects

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

47.3 Cost of Execution of Work of Repair, etc.

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

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

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

47.5 Certificate of Final Completion

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

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

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

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

2 Variations Increasing Cost of Contract or altering the Works.

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

3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

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

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

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

2 Removal of Plant, etc.

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

3 Employer not liable for Damage to Plant

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

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the

Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

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

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51 MEASUREMENT OF WORKS

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

52 LIABILITY OF THE PARTIES

- 1** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

3 Unfulfilled Obligations

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

4 Contractor Responsible

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

53 AUTHORITIES

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

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

2 Evaluation after Re-entry

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3 Payment After Re-entry

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

54 URGENT REPAIRS

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

55 INCREASE AND DECREASE OF COSTS

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

56 TAXATION

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

57 BLASTING

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

58 MACHINERY

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

59 TEMPORARY WORKS AND REINSTATEMENT

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

damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60 PHOTOGRAPHS AND ADVERTISING

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

61 PREVENTION OF CORRUPTION

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

62 DATE FALLING ON HOLIDAY

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

63 NOTICES

- 1 Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be
- 2 unreasonably withheld or delayed.
- 3 Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by
- 4 delivering the same at the said address against an authorized signature certifying the receipt.
- 5 Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 6 Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

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

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

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

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

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

66 FORCE MAJEURE

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

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

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) suspension;
- (d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;

- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (f) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE UNDP

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

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNDP of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

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

68 TERMINATION BY THE UNDP

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

Upon termination of this Contract:

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

69 TERMINATION BY THE CONTRACTOR

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

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

70 RIGHTS AND REMEDIES OF THE UNDP

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

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

71 SETTLEMENT OF DISPUTES

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

1 Notification

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

2 Consultation

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

3 Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

4 Arbitration

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

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

73 SECURITY

The Contractor shall:

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

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

74 AUDIT AND INVESTIGATIONS

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

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's

obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

75 ANTI-TERRORISM

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