



REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: October 6, 2019
	REFERENCE: RFQ-BD-2019-019

Dear Sir / Madam:

We kindly request you to submit your quotation for Supply, Fitting and Fixing, Additional Works (Earth Excavation & Filling, Masonry work, Painting, Electrical work, Plumbing Work) at Cox's Bazar Model Thana Office and Police Barrack, Ukhiya Thana under C2R Project of UNDP Bangladesh, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Price Offer shall be submitted on or before 4.30 p.m. (local time) on Sunday, October 20, 2019

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

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

username: event.guest

password: why2change

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

Please note this is an RFQ Process, where bidders Quote Prices and Disclose all inclusive prices in the RFQ Template.

If you have already registered before, sign in using the username and password. Use the "forgotten password" button if you do not remember your password. Make sure that your password has at least 8 characters, at least one in capital letters, and contains at least 1 number.

You can find detailed user guides and videos on how to use the system following this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

6

Daly

ANNEX 1

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: Reference No: RFQ-BD- 2019-017 - Supply, Fitting and Fixing, Additional Works (Earth Excavation & Filling, Masonry work, Painting, Electrical work, Plumbing Work) at Cox's Bazar Model Thana Office and Police Barrack, Ukhiya Thana under C2R Project of UNDP Bangladesh,

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP	
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror	
Exact Address/es of Delivery Location/s (identify all, if multiple)	Cox's Bazar Model Thana Office (Renovation work) and Police Barrack, Ukhiya Thana (Additional work)	
UNDP Preferred Freight Forwarder, if any	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Not Applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 45 days from the issuance of the Purchase Order (PO) and Contract for Civil Works	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Packing Requirements	Not Applicable	
Mode of Transport	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER [pls. specify]
Preferred Currency of the Quotation	<input checked="" type="checkbox"/> Local Currency (BDT)	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required	<input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance or repair <input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 (one) year	
Deadline for the Submission of Quotation	COB, Sunday, October 20, 2019 and Dhaka, Bangladesh Time 4:30PM (GMT+6hrs) via Email address provided above	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate / Trade License <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance/ VAT/BIN <input checked="" type="checkbox"/> At least 03 years working experience of the firm in the area of	

Handwritten signature

	<p>similar nature of business (Certification of work completion, Certificate and work order/ Purchase Order must submit for the evidence of vendors qualification.</p> <p><input checked="" type="checkbox"/> Successful completion of at least two (2) similar assignment in the last 3years with the evidence of job Completion Certificate / work Order/ Purchase Order from competent authority.</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</p>
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<p><input checked="" type="checkbox"/> 60% payment will be done upon completion of 70% work as a running bill (will be determined by the value of work done) and the rest 40% will be paid upon completion of 100% works and all acceptance and Certified by the Engineer and UNDP Contract Administrator</p>
Liquidated Damages	<p><input checked="" type="checkbox"/> Will be imposed under the following conditions: - Percentage of contract price per day of delay: 0.5 %</p> <p>Max. no. of days of delay: 20 Days After which UNDP may terminate the contract.</p>
Evaluation Criteria [check as many as applicable]	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price</p> <p>Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criterion and cannot be deleted regardless of the nature of services required]</i></p> <p><input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time</p>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<p><input checked="" type="checkbox"/> Purchase Order</p> <p><input checked="" type="checkbox"/> Contract for Civil Works Model Contract</p>
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<p><input checked="" type="checkbox"/> Passing Inspection All Acceptance and Certified by the UNDP Contract Administrator and Authorized Engineer if applicable.</p> <p><input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements</p>

Annexes to this RFQ ¹	<input checked="" type="checkbox"/> Requirements and conditions pertaining to the supply of the work: Reference No: RFQ-BD- 2019-017 (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation and Specifications of the Goods Required (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex -3) <input checked="" type="checkbox"/> Self-Declaration – Annexure - 04 <input checked="" type="checkbox"/> Others Detailed Design and Drawing (Annex – 05) <input checked="" type="checkbox"/> Model Contract (Annex 6) Non-acceptance of the Terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Simia Adakey Salawu Procurement Cluster bd.procurement@undp.org ; RFQ-BD-2019-019 Please mention RFQ reference for timely response. Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider. At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the

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

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

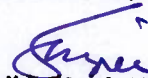
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Yours sincerely,



Shaikh Munir Hossain
OIC Operations
UNDP Bangladesh
October 6, 2019



FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹

*(This Form must be submitted only using the Supplier's Official
Letterhead/Stationery)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per **RFQ Reference No. RFQ-BD-2019-019**

TABLE 1 : Offer to Supply Civil Works and Goods Compliant with Bill of Quantities and Requirements

Bill of Quantities

Part A: BOQ for Cox's Bazar Model Thana Office Renovation				
SI	Description	Unit	Quantity	Bidders Compliance (Yes / NO)
A.	CIVIL & INTERIOR WORKS			
1	RCC Lintel Concrete (1:2:4) with Shattering and all complete as per direction EEC.	CFT	60.465	
2	Out Side Brick Wall Tiles	SFT	284.28	
3	MS Steel	KG	142.05	
4	Plastic Painting Work 12mm Thick gypsum board ceiling all complete as per direction EEC.	SFT	1732.16	
5	Enamel Painting Work MS Window Grill all complete as per direction EEC.	SFT	380	
6	10mm thickness Glass Door (4'X7') With all complete	Each	1	
7	Wooden Flush Door with Frame (3'X7') With all complete	Each	1	
8	Waste Water Line With 4" PVC pipe with all fittings	FT	120	
9	Water Line With 3/4" PVC pipe with all fittings and concealed	FT	112	
10	Water Line With 1/2" PVC pipe with all fittings and concealed	FT	94	
11	Supply and Install Urinal, RAK	Each	1	
12	2'X2' Connecting Pit	Each	2	



13	Supply & Installation 2' X1.5' Marble Name Plate	Each	2	
B				
1	10 RM NYY Power Cable	M	22	
2	4 RM BYA Power Cable for AC	M	30	
3	Exhaust Fan with Flexible pipe supply & Installation	Nos	4	
4	Wall Fan wiring and Installation	LS	1	

Bill of Quantities Additional work at the Police Barrack, Ukhiya Thana (Part-B: Civil Works)				
Sl no	Description of Item	Qty	Unit	Bidders Compliance (Yes / No)
1	Earth work in excavation in all kinds of soil for foundation trenches including. layout, providing center lines, local bench-mark pillars, leveling, ramming and preparing the base, fixing bamboo spikes and marking layout with chalk powder, providing necessary tools and plants, protecting and maintaining the trench dry etc., stacking, cleaning the excavated earth at a safe distance out of the area enclosed by the layout etc. all complete and accepted by the Engineer, subject to submit method statement of carrying out excavation work to the Engineer for approval. However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under the contract.			
1a.	Layout and marking for earthwork in excavation in foundation accepted by the Engineer. [Plinth area of the structure shall be considered for measurement] Building & TLT	23.97	sqm.	
1b.	Earthwork in excavation in foundation trenches up to 1.5 m depth and maximum 10 m lead: in very stiff (hard) clayey soil/ rubbish etc. Footing	5.66	cum	
2	Sand filling in foundation trenches and plinth with sand having F.M. 0.5 to 0.8 in 150mm layers including leveling, watering and compaction to achieve minimum dry density of 90% with optimum moisture content (Modified proctor test) by ramming each layer up to finished level as per design supplied by the design office only etc. all complete and accepted by the Engineer.			

Day

	In Foundation Trench			
	Floor Area, TLT & Footing	15.31	cum	
3	Mass concrete (1:3:6) in foundation or floor with cement, sand (F.M. 1.2) and picked jhama chips including breaking chips, screening, mixing, laying, compacting to levels and curing for at least 7 days including the supply of water, electricity and other charges and costs of tools and plants etc. all complete and accepted by the Engineer. (Cement: CEM-II/A-M)			
	Mass concrete in foundation (1:3:6) with cement, brick chips and sand of F.M. 1.2			
	In Foundation Trench			
	Floor Area, TLT , Footing & Stair	2.8	cum	
4	Earth filling in foundation trenches and plinth in 150 mm layer with earth available within 90 m of the building site to achieve minimum dry density of 90% with optimum moisture content (Modified proctor test) including carrying watering, leveling, dressing and compacting to a specified percentage each layer up to finished level etc. all complete and accepted by the Engineer.			
	Footing Earth filling	1.13	cum	
5	One layer of brick flat soling in foundation or in floor with first class or picked jhama bricks including preparation of bed and filling the interstices with local sand, leveling etc. complete and accepted by the Engineer.			
	In Foundation & Ground Floor			
	Footing, Floor Area, TLT & Stair	25.83	sqm.	
6	Supplying and laying of single layer polythene sheet weighing one kilogram per 6.5 square meter in floor or anywhere below cement concrete complete in all respect and accepted by the Engineer.	25.83	sqm.	

7	Reinforced cement concrete works using wooden shutter with minimum cement content relates to mix ratio 1:1.5:3 having minimum $f_{cr} = 26$ Mpa, and satisfying a specified compressive strength $f'_c = 21$ Mpa at 28 days on standard cylinders as per standard practice of Code ACI/BNBC/ASTM & Cement conforming to BDS EN-197-1- CEM 1, 52.5N (52.5MPa) / ASTM-C 150 Type – I, best quality Sylhet sand or coarse sand [F.M. 2.2] and 20 mm down well graded picked jhama brick chips conforming to ASTM C-33, including breaking chips and screening, making, placing shutter in position and maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing in standard mixer machine with hopper and fed by standard measuring boxes, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering after specified time approved; including cost of water, electricity, additional testing charges of materials and cylinders required by engineer, other charges etc. all complete approved and accepted by the Engineer. (Rate is excluding the cost of reinforcement and its fabrication, placing and binding etc.)			
7a.	Individual and combined footings			
7a.i.	Concrete			
	In foundation and below plinth			
	Footing	1.06	cum	
7a.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)			
	Footing	3.46	sqm.	
7bc.	In Foundation beam			
7bc.i.	Concrete			
	Grade Beam	1.23	cum	
7bc.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)			
	Ground floor and below plinth level			
	Grade Beam	14.73	sqm.	
7e.	Pedestals, column capitals, lift walls and walls up to Ground Floor			
7e.i.	Concrete			
	i) In Ground floor & Below plinth level	0.88	cum	
7e.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)			
	i) In Ground floor & Below plinth level			

	Below plinth level	7.15	sqm.	
8	Supplying, fabrication and fixing to details as per design: Ribbed or deformed bar reinforcement for Reinforced Cement Concrete, produced and marked in accordance with BDS ISO 6935-2: 2006 (or standard subsequently released from BSTI) including straightening and cleaning rust, if any, bending and binding in position with supply of G.I. wires (excluding splices or laps) etc. complete in all respects and accepted by the Engineer. (Measurement shall be recorded only on Standard Mass per Unit length of Bars, while, dia of bars exceeds its standard)			
8a.	Grade 400 (RB 400 / 400W : complying BDS ISO 6935-2:2006) ribbed or deformed bar produced and marked according to Bangladesh Standard, with minimum yield strength, f_y (ReH) = 400 MPa but f_y not exceeding 418 MPa and whatever is the yield strength within allowable limit as per BNBC sec 8.3.3.5 / ACI 318-14 sec 20.2.2.5, the ratio of ultimate tensile strength f_u to yield strength f_y , shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum force is 16% and 8% respectively: up to ground floor			
	i) In ground floor and below plinth	297.08	kg	
9	Brick works of width one brick or one and a half brick length with first class bricks in cement sand (F.M. 1:2) mortar (1:6) in superstructure including raking out joints, filling the interstices with mortar, cleaning and soaking the bricks at least for 24 hours before use and washing of sand, necessary scaffolding, curing at least for 7 days etc. all complete (measurement to given as 250 mm width for one brick length and 375 mm for one brick and a half brick length) and accepted by the Engineer.			
	Brick work in foundation up to plinth	0.88	cum	
10	125 mm brick work with first class bricks in cement sand (F.M. 1:2) mortar (1:6) and making bond with connected walls including necessary scaffolding, raking out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity and other charges etc. all complete and accepted by the Engineer. (Cement: CEM-II/A-M) In ground floor			
	i) In G/ floor	30.92	sqm.	
11	Minimum 12 mm thick cement sand (F.M. 1:2) plaster (1:6) having with fresh cement to wall both inner-and outer surface, finishing the corner and edges including	80.86	sqm	

Handwritten signature

	washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer.			
	(Cement: CEM-II/A-M) Ground floor.			
12	Minimum 12 mm thick cement sand (F.M. 1:2) plaster with neat cement finishing to dado (1:4) with cement up to 150 mm below ground level with neat cement finishing including washing of sand, finishing the edges and corners and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer. (Cement: CEM-II/A-M). Ground floor.			
	Outside	3.91	sqm	
13	Cement Paint of approved quality and color delivered from authorized local agent of the manufacturer in a sealed container, made from water based powder mixed with water (1:1), applying first coat, curing the same after six hours for 24 hours, second coat applied and curing the same for 7 (seven) days etc., taking care and cleaning the surface fully from grease, oily substances, old paints, lime wash, fungus, algae etc., sand papering the surface before applying 1st and 2nd coat, complete including cost of electricity, water and other changes etc. complete in all floors and accepted by the Engineer.			
	Outside	20.76	sqm.	
14	Approved best quality and color synthetic polyvinyl distemper delivered from authorized local agent of the manufacturer in a sealed container, applying to wall and ceiling in 2 coats over a coat of brand specified primer or sealer elapsing specified time for drying/ recoating matt finish including cleaning and sand papering making the surface free from loose and flaky materials, dirt, grease, wax, polish, scraping all chalked and scaled materials, applying the paint by brush/roller and necessary scaffolding etc. all complete in all floors accepted by the Engineer.			
	Inside	60.09	sqm.	
15	Supplying, fitting and fixing M.S. door shutter made with 1.5" x 1.5" x 1/4" angle outer frame, inner member 1" x 1/4" F.I. bar, cladding with 16 BWG M.S. sheet, hinged with 2" x 2" x 1/4" M.S. angle Chowkat.	2.22	sqm	

16	Supplying, fitting and fixing steel glazed window shutter for all floors with frames as per design having 25 x 25 x 5 mm angle section for Chowkat and shutters and 50 x 25 x 5 mm T- section used for vertical member and 25 x 5 mm F.I. bar for making box (combining with angle) and 25 x 19 x 5 mm Tee used for glass divider etc. including all cost of charges for welding, riveting etc. supplying all essential fittings, like iron hinges, plate handle, pin-stopper, adjustable cleat and clamps, fitting and fixing the frame including. supplying, fitting, fixing 3 mm glass panes by pucca putty and making necessary holes in walls and R.C.C works and necessary fitting with C.C. (1:2:4) and mending good the damages including. All cost of carriage, workshop charges, electricity, and labor for fittings, fixing, curing etc. all complete and accepted by the Engineer.	3.34	sqm	
17	Supplying, fitting and fixing window grill made of 12mm x 12mm M.S. solid bar 140mm c/c with outer frame of approx. 38 x 6mm F.I. bar as per design approved and accepted by the Engineer.			
	Window grill (Ground Floor)	3.34	sqm	
18	Painting to door and window frames and shutters in two coats with approved best quality and color of synthetic enamel paint delivered from authorized local agent of the manufacturer in a sealed container, having highly water resistant, high bondibility, flexible, using specific brand thinner applied by brass/roller/spray over a coat of priming elapsing time for drying including surface cleaning from dust, oil or dirt, smoothening, finishing and polishing with sand paper and necessary tools, scaffolding, testing charges etc. all complete in all floors approved and accepted by the Engineer.	55.95	sqm.	
19	Mild steel Grade 250 with minimum $f_y = 250$ MPa work in roof truss: supplying and fabrication of mild steel sections as per design. Hoisting, fitting and fixing in position with bolts and nuts or rivets or welded and providing two coats of anti-corrosive paint over a prime coat of red oxide paint etc. complete and accepted by the Engineer. (Measurement to be given for Truss member only).	273.79	Per kg	
20	Supplying, fitting and fixing 0.457 mm thick corrugated galvanized iron sheet (Bangladesh made) having min weight 63-65 kg per bundle (2'-6" width 70 – 72 rft long) fitted and fixed on M.S. sections with 'J' hook or wooden purlin with screws, limpet washers and putty etc. all complete and accepted by the Engineer.	37.54	Sqm	

21	Supplying, fitting and fixing of ceiling with 12 mm thick melamine board laminated by mechanical hot press with a milk white PVC membrane with aluminium frame suspended from ceiling.	23.97	Sqm	
----	--	-------	-----	--

Part-C: Sanitary works				
Sl no	Description of Item	Qty	Unit	
1	Supplying, fitting and fixing white glazed vitreous W/H Wash Basin including excluding pedestal fitting, fixing the same in position with heavy type C.I. Brackets. 30 mm dia PVC waste water pipe with brass coupling (not exceeding 750 mm in length), basin waste with chain plug including making holes in walls and floors and fitting with wooden blocks, screws and mending good the damages, finishing etc. all complete approved and accepted by the Engineer.			
1a.	Standard			
1ai.	BISF-204 White,600x465x225,14kg	2	each	
2	Supplying, fitting and fixing of 450 x 600 mm size and 5 mm thick unframed super quality mirror with hard boards at the back with all necessary fitting including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer. (Made in Japan or equivalent)	2	each	
3	Supplying, fitting and fixing super quality 600 x 125 mm coloured glass (plate) shelf having 5 mm thickness with fancy C.P. brackets, screws and frames including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.	2	each	
4	Supplying, fitting and fixing super quality C.P. Towel rail of 600 mm long and 20 mm in dia with C.P. holder including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.	2	each	

5	Supplying, fitting and fixing standard size soap tray including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.			
6	Porcelain soap tray (white)	2	each	
7	Supplying 100 mm inside dia best quality uPVC soil, waste and ventilation pipe having specific gravity 1.35-1.45, wall thickness 3.4- 4.0 mm, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitted and fixed in position with sockets, bends, with all accessories such as Round grating/domed roof grating bands, sockets etc. approved and accepted by the Engineer (length: 6000 mm each).	3.66	rm	
8	Supplying different inside dia best quality uPVC pressure pipe C-Grade/ having density 1350 kg/m ³ opacity 0.2% of visible light as per ISO 7686, minimum required strength 25 MPa conforming to BDS-1:2013, 4.4.1, 4.4.2 for water supply having specific gravity 1.35 - 1.45, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitted and fixed in position with sockets, bends, with all accessories such as Round grating/domed roof grating, bends, sockets etc. approved and accepted by the Engineer. (length: 6000 mm each)			
8a.	25 mm dia wall thickness 3.4 mm - 4.0 mm	24.38	rm	
9a.	25 mm dia G.I. Union	3	each	
10	Supplying, fitting and fixing best quality G.I. gate valve with sealant etc. complete approved and accepted by the Engineer.			
10a.	25 mm brass gate valve	2	each	
11	Supplying, fitting and fixing medium best quality CP pillar cock etc. complete approved and accepted by the Engineer			
11a.	12 mm CP special heavy duty pillar cock	2	each	
12	Supplying, fitting and fixing Special/Fancy quality C.P. concealed/ Surface Angle stop cock etc. complete approved and accepted by the Engineer.			
	12 mm CP surface mounted angle stop cock (general)	2	each	

13	Groove cutting in brick work, R.C.C floor, including cost for concealing of pipe work (12 mm and 20 mm dia) in brick wall by cutting groove in wall, lintel, beam etc. by any means carefully without damaging the structure and filling the grooves with C.C			
13a.	Groove Size 40 x 40 mm (For laying 12 mm to 20 mm dia pipes)			
	15 mm ϕ	24.39	rm	

Part-D: Internal Electrical works				
Sl no	Description of Item	Qty	Unit	Bidders Compliance (Yes / NO)
1	Concealed conduit wiring for following point looping at the switch board with earth terminal with 1C-2x1.5 sq.mm. PVC insulated cable(BYA) & same size PVC insulated ECC(BYA)(Green/White color) including circuit wiring with IC-2x2.5 sq.mm PVC insulated cable (BYA) & same size PVC insulated ECC(BYA)(Green/White Color) through PVC conduit of reputed manufacturer) of minimum 25 mm dia & 1.5 mm wall thickness complete with 18 SWG GP sheet, pull box with 3mm thick ebonite sheet cover, ceiling rose, fixing materials etc.(without switch & switchboard) as required including mending the damages good. All electrical contacts shall be of brass/copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to relevant IEC/BDS/BS/VDE standards and as per detailed specification mentioned in Annexure-A. The work shall be carried out as per direction & approval of the Engineer.			
	Cable Manufacturer(s) must have valid test certificate from Internationally accredited laboratory (Like CPRI, KEMA etc.) accepted/approved by the Engineer			
	Light/ Exhaust or Wall bracket Fan Point	4	per point	
	Fan Point	2	per point	

Aditya

2	Concealed conduit wiring with following PVC insulated and sheathed stranded cable (BYM) & PVC insulated green/white colored ECC wire (BYA) through PVC conduit of reputed manufacturer complete with 18 SWG GP sheet and pull box with 3mm thick ebonite sh			
	Cable Manufacturer(s) must have valid test certificate from Internationally accredited laboratory (Like CPRI, KEMA etc) accepted/approved by the Engineer			
	1C-2x2.5 sq.mm. (BYM) cable with 2.5 sq.mm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	6.09	per-Meter	
	1C-2x1.5 sq.mm. (BYM) cable with 2.5 sq.mm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	15.24	per-Meter	
3	Providing & fixing on a prepared board 250 volt grade following single pole miniature circuit Breaker (SPMCBS) having minimum breaking capacity 6-KA with thermal over-current and instantaneous electromagnetic short circuit release provision.			
	SPMCBS of ABB/ Havells / Legrand/ Merlin Gerin/KORPS/HAGER /FEDERAL/ Kawamura or equivalent brand accepted/approved by the Engineer.			
	30/32 Amps.	1	Each	
4	Providing & fixing 250 volt, single phase, 3-pin, 20 amps. Combined switch socket outlet (surface type) manufactured and tested in accordance with relevant IEC standards and approved by BSTI mounted on required size 18 SWG galvanized plain sheet board of 76.2 mm. (3") depth all electrical contacts shall be of brass/copper (Dynamic/MEP/SK/Super Star or equivalent accepted/approved by the Engineer.).	3	Each	
5	Providing & fixing 250 volts. 5/6 amps. (minimum) concealed type following switch / switch socket manufactured and tested in accordance with relevant IEC/ VDE/NEMA/BS/JIS standards mounted on required size 18 SWG galvanized plain sheet board of 76.2 mm (3") depth. All electrical contacts shall be of brass/copper			
6	Two gang switch	2	Each	
7	Gang type Fan Regulator	2	Each	
8	Supplying & fixing AC capacitor type ceiling fan (without regulator) of following specifications and sizes complete with minimum 305 mm. (1 ft) long down rod, blades, capacitor canopy, etc. connecting PVC wire complete as required .	2	Each	

Handwritten signature

	<p>Rated voltage : 220 volts Rated frequency : 50 Hz Rated speed : 300 rpm \pm 10 %</p>			
	<p>Service Value : Minimum 2.80 m³/ min/watt Temperature Rise : Maximum 70°C Class of Insulation : Class-E 1422.4 mm. (56") Sweep SEC Gold /BRB Lovely /Superstar premium /Jamuna Super Deluxe or equivalent brand accepted/approved by the Engineer. Input Power : Max 80 watt</p>			
9	<p>ENERGY SAVINGS LAMP(CFL) (Illuminate even at low voltage as 110 volts. Built in short circuit & over voltage protection feature & 8000 hrs (min) lifetime.) (230V/250V, 50Hz) (Osram/ Philips /Energy Pac/ CBE/Corona/Hovels/ GE Edison/ / Eastern/ Prodip/ MEP/ Metro / Harmonics/ Superstar / Transtec/ Energy or equivalent brand accepted/approved by the Engineer) 25/26 watt Spiral Type lamp E-27 CDL(for garden light & other)</p>	6	Each	
10	<p>Supplying different inside dia best quality uPVC pressure pipe C-Grade/ having density 1350 kg/m³ opacity 0.2% of visible light as per ISO 7686,minimum required strength 25 MPa conforming to BDS-1:2013,4.4.1,4.4.2 for water supply having specific gravity</p>			
10a.	19 mm dia wall thickness 2.9 mm - 3.4 mm	12.19	rm	
10b.	25 mm dia wall thickness 3.4 mm - 4.0 mm	4.57	rm	

Part-E: Police line dinning (Additional Work)				
Sl no	Description of Item	Qty	Unit	Bidder Compliance (Yes / NO)
1	Demolishing and dismantling of damaged wall plaster and removing arising disposals. The price includes transfer all of this material outside the site with coordinates as per direction of the Engineer-in-Charge.	18.5	sqm.	
2	Minimum 12 mm thick cement sand (F.M. 1.2) plaster (1:6) having with fresh cement to wall both inner-and	18.5	sqm.	

	outer surface, finishing the corner and edges including washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer.			
3	Window Grills: Supplying, fitting and fixing window grills of any design made of mild steel F.I bar inner section (20mmx5mm) with outer frame of F.I. bar (25mmx6mm), fabricating, welding of each point, cost of electricity, workshop charge, carriage, fixing with M.S. clamps or steel royal bolt in walls/RCC member painting with two coats of synthetic enamel paint over a coat of anticorrosive priming for all floors etc. all complete as per direction of the E-I-C.	12.87	sqm.	
4	Window Glass: Supplying, fitting and fixing of aluminum sliding and fixed composite window as per the U.S. Architectural Aluminum Manufacturer's Association (AAMA) standard specification having 1.5mm thick outer bottom (size:75.50mm, 17.79mm), 1.5mm thick outer top (size:75.50mm, 26.80mm), 1.5mm thick shutter top (size:33mm, 26.80mm, 22mm), 1.5mm thick shutter bottom (size:60mm, 24.40mm), 1.5mm thick outer side (size:75.50mm, 19.90mm), 1.5mm thick sliding fixed side (size:31mm, 26mm), 1.5mm thick shutter lock (size:49.20mm, 26.0mm) 1.5mm thick interlock (size:34.40mm, 32.10mm), 1.5mm thick bottom cover (size:37.78mm, 31.78mm), 1.8mm thick bottom (size:76.20mm, 38.10mm, 57.15mm), 1.5mm thick groove cover (size:57.15mm, 15.88mm) and 1.8mm thick top and side (size:76.20mm, 38.10mm, 57.15mm). Sections all aluminum members will be anodized to aluminum bronze/silver color with a coat not less than 15 microns in thickness and density of 4mg/cm2 etc. in/c all accessories like handle, locks (Japan), roller, stopper etc. keeping provision for fitting 5mm thick glass (excluding the cost of glass and its supplying, fitting and fixing) in/c neoprene, sealant for all floors etc. complete in all respect as per drawing and direction of the E-I-C. Bronze color	12.87	sqm.	
5	Supplying, fitting and fixing best quality and heavy type bib cock. all complete as per direction of the E-I-C.	10	Each	

6	Paint of approved quality and color delivered from authorized local agent of the manufacturer in a sealed container, made from water based powder mixed with water (1:1), applying first coat, curing the same after six hours for 24 hours, second coat applied and curing the same for 7 (seven) days etc, taking care and cleaning the surface fully from grease, oily substances, old paints, lime wash, fungus, algae etc., sand papering the surface before applying 1st and 2nd coat, complete including cost of electricity, water and other changes etc. complete in all floors and accepted by the Engineer.	136	sqm.	
7	Roof water drain uPVC pipe, 4"	15.61	Rm	
8	4" uPVC Bend 90 degree	14	Each	
9	Temporary brick burner	1	L.S.	

Part F: Civil and Plumbing works, Model Thana, Cox's Bazar. (Toilet Size L 7' X W 6' X 7' H)						
Sl #	Description of Works	Length	Width	Height	Quantity	Unit
1	Mobilization, Dismantling & Drain Covering and Cleaning				1	LS
2	Excavation Works	26	1.33	2.5	86.45	Cft
3	Sand Filling	7	6	1.5	63	CFT
4	Floor Concrete (CC)	6	5	0.33	9	Cft
5	RCC slab Casting	8	8	0.5	32	CFT
6	MS Rod				60	Kg
7	10" thick brick work with 1st class bricks in cement sand (F.M.1.2) mortar (1:4) and making bond with connected walls in/c necessary scaffolding, raking out joints, supply of all materials, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity & other charges etc. all complete as per direction of the engineer-in-charge.	26	0.83	2.33	50.28	Cft

Signature

8	5" thick brick work with 1st class bricks in cement sand (F.M.1.2) mortar (1:4) and plaster making bond with connected walls in/c necessary scaffolding, raking out joints, supply of all materials, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity & other charges etc. all complete as per direction of the engineer-in-charge.	26 x 7 = 182 SFT (Deduct 21 SFT)			161	Sft
9	3/4" thick cement sand (F.M. 1.2) plaster (1:4) with NCF				26	sft
10	Supply and installation of Upvc Solid door and tower bolt & other's Hardware all complete in all respect as per drawing and direction of the engineer-in-charge.				1	set
11	Wall Tiles				150	sft
12	Floor Tiles				40	sft
13	Window Grill- 24"X 24" with Thai				1	pcs
14	Supply and installation of Hand Wash basin (Pedestal) including supply & installation of 1.5" Upvc drain line for the hand wash basin and sink line all complete in all respect as per drawing and direction of the engineer-in-charge.				1	sft
15	High Commode RAK				1	pcs
16	Supply & Installation of Moving pillar cock/CP bib cock/Elbow action bib cock for basin and sink all complete in all respect as per drawing and direction of the engineer-in-charge.				2	pcs
17	Hand Shower				1	pcs
18	Exhaust Fan with flexible pipe supply and installation				1	pcs
19	Angle Stop Cock (Haibali)				4	pcs
20	Soap Cage (Haibali)				1	pcs
21	Towel Rail (Haibali)				1	pcs
22	Tissue Holder (Haibali)				1	pcs
23	Mirror -2'X3' Size with light & wooden Frame				1	pcs

24	Supply & Installation of 3/4" or 1/2" G I line including all fittings for water supply to the hand wash basin all complete in all respect as per drawing and direction of the engineer-in-charge.				40	rft
25	Get Valb/Boll Valv				1	pcs
26	Acrylic plastic emulsion/weather painting (silky finish) of approved best quality (Berger or equivalent brand) and color delivered from authorized local agent of the manufacturer in a sealed container, applying to wall and ceiling in two coats over a coat of brand specified primer or sealer including cleaning, drying, making free from loose and flaky materials, dirt, grease, wax, removing all chalked & scaled materials, fungus, elapsing specified time for drying, re-coating, flaking paints, mending good the surface defects, sand papering the surface, smoothing by putty, sit putty and necessary scaffolding, applied by brush/roller/spray etc. all complete in all floor as per direction of the engineer-in-charge.					
	Paint on masonry wall				225	sft
	Electrical work				1	LS
	Plumbing Work				1	LS

***Attached Annex – 5 for details design and drawing**



TABLE 2: Price Schedule

PRICE SCHEDULE					
Part A: For Cox's Bazar Model Thana Office Renovation					
SI	Description	UoM	Quantity	Unit Price (DAP)	Total Price(DAP)
A.	CIVIL & INTERIOR WORKS				
1	RCC Lintel Concrete (1:2:4) with Shattering and all complete as per direction EEC.	CFT	60.465		
2	Out Side Brick Wall Tiles	SFT	284.28		
3	MS Steel	KG	142.05		
4	Plastic Painting Work 12mm Thick gypsum board ceiling all complete as per direction EEC.	SFT	1732.16		
5	Enamel Painting Work MS Window Grill all complete as per direction EEC.	SFT	380		
6	10mm thickness Glass Door (4'X7') With all complete	Each	1		
7	Wooden Flush Door with Frame (3'X7') With all complete	Each	1		
8	Waste Water Line With 4" PVC pipe with all fittings	FT	120		
9	Water Line With 3/4" PVC pipe with all fittings and concealed	FT	112		
10	Water Line With 1/2" PVC pipe with all fittings and concealed	FT	94		
11	Supply and Install Urinal, RAK	Each	1		
12	2'X2' Connecting Pit	Each	2		
13	Supply & Installation 2' X1.5' Marble Name Plate	Each	2		
	Sub Total =				
B					
1	10 RM NYY Power Cable	m	22		
2	4 RM BYA Power Cable for AC	m	30		
3	Exhaust Fan with Flexible pipe supply & Installation	nos	4		
4	Wall Fan wiring and Installation	LS	1		
	Sub Total =				

Price Schedule					
Construction of Police Barrack, Ukhiya Thana (Additional Work)					
(Part-B: Civil Works)					
Sl no	Description of Item	Qty	UoM	Unit Price (DAP)	Total Price (DAP)
1	Earth work in excavation in all kinds of soil for foundation trenches including. layout, providing center lines, local bench-mark pillars, leveling, ramming and preparing the base, fixing bamboo spikes and marking layout with chalk powder, providing necessary tools and plants, protecting and maintaining the trench dry etc., stacking, cleaning the excavated earth at a safe distance out of the area enclosed by the layout etc. all complete and accepted by the Engineer, subject to submit method statement of carrying out excavation work to the Engineer for approval. However, Engineer's approval shall not relieve the contractor of his responsibilities and obligations under the contract.	5.66	cum		
1a.	Layout and marking for earthwork in excavation in foundation accepted by the Engineer. [Plinth area of the structure shall be considered for measurement]				
1b.	Earthwork in excavation in foundation trenches up to 1.5 m depth and maximum 10 m lead: in very stiff (hard) clayey soil/ rubbish etc.				
	Footing	5.66	cum		
2	Sand filling in foundation trenches and plinth with sand having F.M. 0.5 to 0.8 in 150mm layers including leveling, watering and compaction to achieve minimum dry density of 90% with optimum moisture content (Modified proctor test) by ramming each layer up to finished level as per design supplied by the design office only etc. all complete and				

	accepted by the Engineer.				
	In Foundation Trench				
	Floor Area, TLT & Footing	15.31	cum		
3	Mass concrete (1:3:6) in foundation or floor with cement, sand (F.M. 1.2) and picked jhama chips including breaking chips, screening, mixing, laying, compacting to levels and curing for at least 7 days including the supply of water, electricity and other charges and costs of tools and plants etc. all complete and accepted by the Engineer. (Cement: CEM-II/A-M)				
	Mass concrete in foundation (1:3:6) with cement, brick chips and sand of F.M. 1.2				
	In Foundation Trench				
	Floor Area, TLT , Footing & Stair	2.8	cum		
4	Earth filling in foundation trenches and plinth in 150 mm layer with earth available within 90 m of the building site to achieve minimum dry density of 90% with optimum moisture content (Modified proctor test) including carrying watering, leveling, dressing and compacting to a specified percentage each layer up to finished level etc. all complete and accepted by the Engineer.				
	Footing Earth filling	1.13	cum		
5	One layer of brick flat soling in foundation or in floor with first class or picked jhama bricks including preparation of bed and filling the interstices with local sand, leveling etc. complete and accepted by the Engineer.				
	In Foundation & Ground Floor				
	Footing, Floor Area, TLT & Stair	25.83	sqm.		
6	Supplying and laying of single layer polythene sheet weighing one kilogram per 6.5 square meter in floor or anywhere below cement concrete complete in all respect and accepted by the Engineer.	25.83	sqm.		

7	Reinforced cement concrete works using wooden shutter with minimum cement content relates to mix ratio 1:1.5:3 having minimum $f_{cr} = 26$ Mpa, and satisfying a specified compressive strength $f'_c = 21$ Mpa at 28 days on standard cylinders as per standard practice of Code ACI/BNBC/ASTM & Cement conforming to BDS EN-197-1- CEM 1, 52.5N (52.5MPa) / ASTM-C 150 Type – I, best quality Sylhet sand or coarse sand [F.M. 2.2] and 20 mm down well graded picked jhama brick chips conforming to ASTM C-33, including breaking chips and screening, making, placing shutter in position and maintaining true to plumb, making shutter water-tight properly, placing reinforcement in position; mixing in standard mixer machine with hopper and fed by standard measuring boxes, casting in forms, compacting by vibrator machine and curing at least for 28 days, removing centering-shuttering after specified time approved; including cost of water, electricity, additional testing charges of materials and cylinders required by engineer, other charges etc. all complete approved and accepted by the Engineer. (Rate is excluding the cost of reinforcement and its fabrication, placing and binding etc.)				
7a.	Individual and combined footings				
7a.i.	Concrete				
	In foundation and below plinth				
	Footing	1.06	cum		
7a.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)				
	Footing	3.46	sqm.		
7bc.	In Foundation beam				
7bc.i.	Concrete				
	Grade Beam	1.23	cum		
7bc.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)				
	Ground floor and below plinth level				
	Grade Beam	14.73	sqm.		
7e.	Pedestals, column capitals, lift walls and walls up to Ground Floor				
7e.i.	Concrete				

	i) In Ground floor & Below plinth level	0.88	cum		
7e.ii.	Formwork/shuttering, prop and necessary supports etc. (wooden)				
	i) In Ground floor & Below plinth level				
	Below plinth level	7.15	sqm.		
8	Supplying, fabrication and fixing to details as per design: Ribbed or deformed bar reinforcement for Reinforced Cement Concrete, produced and marked in accordance with BDS ISO 6935-2: 2006 (or standard subsequently released from BSTI) including straightening and cleaning rust, if any, bending and binding in position with supply of G.I. wires (excluding splices or laps) etc. complete in all respects and accepted by the Engineer. (Measurement shall be recorded only on Standard Mass per Unit length of Bars, while, dia of bars exceeds its standard)				
8a.	Grade 400 (RB 400 / 400W : complying BDS ISO 6935-2:2006) ribbed or deformed bar produced and marked according to Bangladesh Standard, with minimum yield strength, f_y (ReH) = 400 MPa but f_y not exceeding 418 MPa and whatever is the yield strength within allowable limit as per BNBC sec 8.3.3.5 / ACI 318-14 sec 20.2.2.5, the ratio of ultimate tensile strength f_u to yield strength f_y , shall be at least 1.25 and minimum elongation after fracture and minimum total elongation at maximum force is 16% and 8% respectively: up to ground floor				
	i) In ground floor and below plinth	297.08	kg		
9	Brick works of width one brick or one and a half brick length with first class bricks in cement sand (F.M. 1:2) mortar (1:6) in superstructure including raking out joints, filling the interstices with mortar, cleaning and soaking the bricks at least for 24 hours before use and washing of sand, necessary scaffolding, curing at least for 7 days etc. all complete (measurement to given as 250 mm width for one brick length and 375 mm for one brick and a half brick length) and accepted by the Engineer. (Cement: CEM-II/A-M) In ground floor				
	Brick work in foundation up to plinth	0.88	cum		

10	125 mm brick work with first class bricks in cement sand (F.M. 1:2) mortar (1:6) and making bond with connected walls including necessary scaffolding, raking out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity and other charges etc. all complete and accepted by the Engineer. (Cement: CEM-II/A-M) In ground floor				
	i) In G/ floor	30.92	sqm.		
11	Minimum 12 mm thick cement sand (F.M. 1:2) plaster (1:6) having with fresh cement to wall both inner-and outer surface, finishing the corner and edges including washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer. (Cement: CEM-II/A-M) Ground floor.	80.86	sqm		
12	Minimum 12 mm thick cement sand (F.M. 1:2) plaster with neat cement finishing to dado (1:4) with cement up to 150 mm below ground level with neat cement finishing including washing of sand, finishing the edges and corners and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer. (Cement: CEM-II/A-M). Ground floor.				
	Outside	3.91	sqm		
13	Cement Paint of approved quality and color delivered from authorized local agent of the manufacturer in a sealed container, made from water based powder mixed with water (1:1), applying first coat, curing the same after six hours for 24 hours, second coat applied and curing the same for 7 (seven) days etc., taking care and cleaning the surface fully from grease, oily substances, old paints, lime wash, fungus, algae etc., sand papering the surface before applying 1st and 2nd coat, complete including cost of electricity, water and other changes etc. complete in all floors and accepted by the Engineer.				
	Outside	20.76	sqm.		

14	Approved best quality and color synthetic polyvinyl distemper delivered from authorized local agent of the manufacturer in a sealed container, applying to wall and ceiling in 2 coats over a coat of brand specified primer or sealer elapsing specified time for drying/recoating matt finish including cleaning and sand papering making the surface free from loose and flaky materials, dirt, grease, wax, polish, scraping all chalked and scaled materials, applying the paint by brush/roller and necessary scaffolding etc. all complete in all floors accepted by the Engineer.				
	Inside	60.09	sqm.		
15	Supplying, fitting and fixing M.S. door shutter made with 1.5" x 1.5" x 1/4" angle outer frame, inner member 1" x 1/4" F.I. bar, cladding with 16 BWG M.S. sheet, hinged with 2" x 2" x 1/4" M.S. angle Chowkat.	2.22	sqm		
16	Supplying, fitting and fixing steel glazed window shutter for all floors with frames as per design having 25 x 25 x 5 mm angle section for Chowkat and shutters and 50 x 25 x 5 mm T- section used for vertical member and 25 x 5 mm F.I. bar for making box (combining with angle) and 25 x 19 x 5 mm Tee used for glass divider etc. including all cost of charges for welding, riveting etc. supplying all essential fittings, like iron hinges, plate handle, pin-stopper, adjustable cleat and clamps, fitting and fixing the frame including. supplying, fitting, fixing 3 mm glass panes by pucca putty and making necessary holes in walls and R.C.C works and necessary fitting with C.C. (1:2:4) and mending good the damages including. All cost of carriage, workshop charges, electricity, and labor for fittings, fixing, curing etc. all complete and accepted by the Engineer.	3.34	sqm		
17	Supplying, fitting and fixing window grill made of 12mm x 12mm M.S. solid bar 140mm c/c with outer frame of approx. 38 x 6mm F.I. bar as per design approved and accepted by the Engineer.				
	Window grill (Ground Floor)	3.34	sqm		

18	Painting to door and window frames and shutters in two coats with approved best quality and color of synthetic enamel paint delivered from authorized local agent of the manufacturer in a sealed container, having highly water resistant, high bondability, flexible, using specific brand thinner applied by brass/roller/spray over a coat of priming elapsing time for drying including surface cleaning from dust, oil or dirt, smoothening, finishing and polishing with sand paper and necessary tools, scaffolding, testing charges etc. all complete in all floors approved and accepted by the Engineer.	55.95	sqm.		
19	Mild steel Grade 250 with minimum $f_y = 250$ MPa work in roof truss: supplying and fabrication of mild steel sections as per design. Hoisting, fitting and fixing in position with bolts and nuts or rivets or welded and providing two coats of anti-corrosive paint over a prime coat of red oxide paint etc. complete and accepted by the Engineer. (Measurement to be given for Truss member only).	273.79	Per kg		
20	Supplying, fitting and fixing 0.457 mm thick corrugated galvanized iron sheet (Bangladesh made) having min weight 63-65 kg per bundle (2'-6" width 70 – 72 rft long) fitted and fixed on M.S. sections with 'J' hook or wooden purlin with screws, limpet washers and putty etc. all complete and accepted by the Engineer.	37.54	Sqm		
21	Supplying, fitting and fixing of ceiling with 12 mm thick melamine board laminated by mechanical hot press with a milk white PVC membrane with aluminium frame suspended from ceiling.	23.97	Sqm		

Sub - Total for Civil Works

=

Price Schedule					
Part-C: Sanitary works					
Sl no	Description of Item	Qty	UoM	Unit Price (DAP) Rate	Total Price (DAP)
1	Supplying, fitting and fixing white glazed vitreous W/H Wash Basin including excluding pedestal fitting, fixing the same in position with heavy type C.I. Brackets. 30 mm dia PVC waste water pipe with brass coupling (not exceeding 750 mm in length), basin waste with chain plug including making holes in walls and floors and fitting with wooden blocks, screws and mending good the damages, finishing etc. all complete approved and accepted by the Engineer.	2	each		
1a.	Standard				
1ai.	BISF-204 White,600x465x225,14kg				
2	Supplying, fitting and fixing of 450 x 600 mm size and 5 mm thick unframed super quality mirror with hard boards at the back with all necessary fitting including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer. (Made in Japan or equivalent)	2	each		
3	Supplying, fitting and fixing super quality 600 x 125 mm coloured glass (plate) shelf having 5 mm thickness with fancy C.P. brackets, screws and frames including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.	2	each		
4	Supplying, fitting and fixing super quality C.P. Towel rail of 600 mm long and 20 mm in dia with C.P. holder including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.	2	each		

5	Supplying, fitting and fixing standard size soap tray including making holes in walls and mending good the damages with cement mortar (1:4) etc. all complete approved and accepted by the Engineer.				
6	Porcelain soap tray (white)	2	each		
7	Supplying 100 mm inside dia best quality uPVC soil, waste and ventilation pipe having specific gravity 1.35-1.45, wall thickness 3.4-4.0 mm, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitted and fixed in position with sockets, bends, with all accessories such as Round grating/domed roof grating bands, sockets etc. approved and accepted by the Engineer (length: 6000 mm each).	3.66	rm		
8	Supplying different inside dia best quality uPVC pressure pipe C-Grade/ having density 1350 kg/m ³ opacity 0.2% of visible light as per ISO 7686, minimum required strength 25 MPa conforming to BDS-1:2013, 4.4.1, 4.4.2 for water supply having specific gravity 1.35 - 1.45, and other physical, chemical, thermal, fire resistivity properties etc. as per BSTI approved manufacturer standards or ASTM, BS/ISO/IS standards fitted and fixed in position with sockets, bends, with all accessories such as Round grating/domed roof grating, bends, sockets etc. approved and accepted by the Engineer. (length: 6000 mm each)				
8a.	25 mm dia wall thickness 3.4 mm - 4.0 mm	24.38	rm		
9	Supplying, fitting and fixing G.I. Union with sealant etc. complete in all respects approved and accepted by the Engineer.				
9a.	25 mm dia G.I. Union	3	each		
10	Supplying, fitting and fixing best quality G.I. gate valve with sealant etc. complete approved and accepted by the Engineer.				
10a.	25 mm brass gate valve	2	each		
11	Supplying, fitting and fixing medium best quality CP pillar cock etc. complete approved and accepted by the Engineer				
11a.	12 mm CP special heavy duty pillar cock	2	each		

12	Supplying, fitting and fixing Special/Fancy quality C.P. concealed/ Surface Angle stop cock etc. complete approved and accepted by the Engineer.	2	each		
	12 mm CP surface mounted angle stop cock (general)				
13	Groove cutting in brick work, R.C.C floor, including cost for concealing of pipe work (12 mm and 20 mm dia) in brick wall by cutting groove in wall, lintel, beam etc. by any means carefully without damaging the structure and filling the grooves with C.C	24.39	rm		
13a.	Groove Size 40 x 40 mm (For laying 12 mm to 20 mm dia pipes)				
	15 mm ϕ				

Sub-total for Sanitary Works

=

Price Schedule					
Part-D: Internal Electrical works					
Sl no	Description of Item	Qty	UoM	Unit Price (DAP)	Total Price (DAP)
1	Concealed conduit wiring for following point looping at the switch board with earth terminal with 1C-2x1.5 sq.mm. PVC insulated cable(BYA) & same size PVC insulated ECC(BYA)(Green/White color) including circuit wiring with IC-2x2.5 sq.mm PVC insulated cable (BYA) & same size PVC insulated ECC(BYA)(Green/White Color) through PVC conduit of reputed manufacturer) of minimum 25 mm dia & 1.5 mm wall thickness complete with 18 SWG GP sheet, pull box with 3mm thick ebonite sheet cover, ceiling rose, fixing materials etc.(without switch & switchboard) as required including mending the damages good. All electrical contacts shall be of brass/copper connected through connector or soldering (no twisting shall be allowed) and cables shall be manufactured and tested according to relevant IEC/BDS/BS/VDE standards and as per detailed specification mentioned in Annexure-A. The work shall be carried out as per direction & approval of the Engineer.				
	Cable Manufacturer(s) must have valid test certificate from Internationally accredited laboratory (Like CPRI, KEMA etc.) accepted/approved by the Engineer				
	Light/ Exhaust or Wall bracket Fan Point	4	per point		
	Fan Point	2	per point		
2	Concealed conduit wiring with following PVC insulated and sheathed stranded cable (BYM) & PVC insulated green/white colored ECC wire (BYA) through PVC conduit of reputed manufacturer complete with 18 SWG GP				

	sheet and pull box with 3mm thick ebonite sh				
	Cable Manufacturer(s) must have valid test certificate from Internationally accredited laboratory (Like CPRI, KEMA etc) accepted/approved by the Engineer				
	1C-2x2.5 sq.mm. (BYM) cable with 2.5 sq.mm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	6.09	per-Meter		
	1C-2x1.5 sq.mm. (BYM) cable with 2.5 sq.mm (BYA) ECC wire through PVC pipe of minimum inner dia 16 mm having wall thickness of 1.5 mm	15.24	per-Meter		
3	Providing & fixing on a prepared board 250 volt grade following single pole miniature circuit Breaker (SPMCBS) having minimum breaking capacity 6-KA with thermal over-current and instantaneous electromagnetic short circuit release provision.				
	SPMCBS of ABB/ Havells / Legrand/ Merlin Gerin/KORPS/HAGER /FEDERAL/ Kawamura or equivalent brand accepted/approved by the Engineer.				
	30/32 Amps.	1	Each		
4	Providing & fixing 250 volt, single phase, 3-pin, 20 amps. Combined switch socket outlet (surface type) manufactured and tested in accordance with relevant IEC standards and approved by BSTI mounted on required size 18 SWG galvanized plain sheet board of 76.2 mm. (3") depth all electrical contacts shall be of brass/copper (Dynamic/MEP/SK/Super Star or equivalent accepted/approved by the Engineer.).	3	Each		
5	Providing & fixing 250 volts. 5/6 amps. (minimum) concealed type following switch / switch socket manufactured and tested in accordance with relevant IEC/ VDE/NEMA/BS/JIS standards mounted				

	on required size 18 SWG galvanized plain sheet board of 76.2 mm (3") depth. All electrical contacts shall be of brass/copper				
6	Two gang switch	2	Each		
7	Gang type Fan Regulator	2	Each		
8	<p>Supplying & fixing AC capacitor type ceiling fan (without regulator) of following specifications and sizes complete with minimum 305 mm. (1 ft) long down rod, blades, capacitor canopy, etc. connecting PVC wire complete as required .</p> <p>Rated voltage : 220 volts</p> <p>Rated frequency : 50 Hz</p> <p>Rated speed : 300 rpm \pm 10 %</p> <p>Service Value : Minimum 2.80 m3/ min/watt</p> <p>Temperature Rise : Maximum 70°C</p> <p>Class of Insulation : Class-E</p> <p>1422.4 mm. (56") Sweep SEC Gold /BRB Lovely /Superstar premium /Jamuna Super Deluxe or equivalent brand accepted/approved by the Engineer.</p> <p>Input Power : Max 80 watt</p>	2	Each		
9	<p>ENERGY SAVINGS LAMP(CFL) (Illuminate even at low voltage as 110 volts. Built in short circuit & over voltage protection feature & 8000 hrs (min) lifetime.) (230V/250V, 50Hz) (Osram/ Philips /Energy Pac/ CBE/Corona/Hovels/ GE Edison/ / Eastern/ Prodip/ MEP/ Metro / Harmonics/ Superstar / Transtec/ Energy or equivalent brand accepted/approved by the Engineer)</p> <p>25/26 watt Spiral Type lamp E-27 CDL(for garden light & other)</p>	6	Each		
10	Supplying different inside dia best quality uPVC pressure pipe C-Grade/ having density 1350 kg/m3 opacity 0.2% of visible light as per ISO 7686, minimum required strength 25 MPa conforming to				

	BDS-1:2013,4.4.1,4.4.2 for water supply having specific gravity				
10a.	19 mm dia wall thickness 2.9 mm - 3.4 mm	12.19	rm		
10b.	25 mm dia wall thickness 3.4 mm - 4.0 mm	4.57	rm		

Sub-total For Electrical works =

Price Schedule					
Part-E: Police line dinning (Additional Work)					
Sl no	Description of Item	Qty	UoM	Unit Price (DAP)	Total Price (DAP)
1	Demolishing and dismantling of damaged wall plaster and removing arising disposals. The price includes transfer all of this material outside the site with coordinates as per direction of the Engineer-in-Charge.	18.5	sqm.		
2	Minimum 12 mm thick cement sand (F.M. 1.2) plaster (1:6) having with fresh cement to wall both inner-and outer surface, finishing the corner and edges including washing of sand cleaning the surface, scaffolding and curing at least for 7 days, cost of water, electricity and other charges etc. all complete in all respect as per drawing and accepted by the Engineer. (Cement: CEM-II/A-M) Ground floor.	18.5	sqm.		
3	Window Grills: Supplying, fitting and fixing window grills of any design made of mild steel F.I bar inner section (20mmx5mm) with outer frame of F.I. bar (25mmx6mm), fabricating, welding of each point, cost of electricity, workshop charge, carriage, fixing with M.S. clamps or steel royal bolt in walls/RCC member painting with two coats of synthetic enamel paint over a coat of anticorrosive priming for all floors etc. all complete as per direction of the E-I-C.	12.87	sqm.		

4	<p>Window Glass: Supplying, fitting and fixing of aluminum sliding and fixed composite window as per the U.S. Architectural Aluminum Manufacturer's Association (AAMA) standard specification having 1.5mm thick outer bottom (size:75.50mm, 17.79mm), 1.5mm thick outer top (size:75.50mm, 26.80mm), 1.5mm thick shutter top (size:33mm, 26.80mm, 22mm), 1.5mm thick shutter bottom (size:60mm, 24.40mm), 1.5mm thick outer side (size:75.50mm, 19.90mm), 1.5mm thick sliding fixed side (size:31mm, 26mm), 1.5mm thick shutter lock (size:49.20mm, 26.0mm) 1.5mm thick interlock (size:34.40mm, 32.10mm), 1.5mm thick bottom cover (size:37.78mm, 31.78mm), 1.8mm thick bottom (size:76.20mm, 38.10mm, 57.15mm), 1.5mm thick groove cover (size:57.15mm, 15.88mm) and 1.8mm thick top and side (size:76.20mm, 38.10mm, 57.15mm). Sections all aluminum members will be anodized to aluminum bronze/silver color with a coat not less than 15 microns in thickness and density of 4mg/cm2 etc. in/c all accessories like handle, locks (Japan), roller, stopper etc. keeping provision for fitting 5mm thick glass (excluding the cost of glass and its supplying, fitting and fixing) in/c neoprene, sealant for all floors etc. complete in all respect as per drawing and direction of the E-I-C.</p> <p>Bronze color</p>	12.87	sqm.		
5	<p>Bib Cock: 12mm dia Brass Bib Cock</p> <p>Supplying, fitting and fixing best quality and heavy type bib cock. all complete as per direction of the E-I-C.</p>	10	Each		
6	<p>Paint of approved quality and color delivered from authorized local agent of the manufacturer in a sealed container, made from water based powder mixed with water (1:1), applying first coat, curing the same after six hours for 24 hours, second coat applied and curing the same for 7 (seven) days etc, taking care and cleaning the surface fully from grease, oily substances, old paints, lime wash, fungus, algae etc., sand papering the surface before applying 1st and 2nd coat, complete including cost of electricity, water and other changes etc. complete in all floors and accepted by the Engineer.</p>	136	sqm.		
7	Roof water drain uPVC pipe, 4"	15.61	rm		
8	4" uPVC Bend 90 degree	14	Each		

9	Temporary brick burner	1	L.S.		
---	------------------------	---	------	--	--

Subtotal For Police barrak ukhiya and Police line dinning works =



Price Schedule

Part F: Civil and Plumbing works, Model Thana, Cox's Bazar.
(Toilet Size L 7' X W 6' X 7' H)

Sl #	Description of Works	Length	Width	Height	Quantity	UoM	Unit Price (DAP)	Total Price (DAP)
1	Mobilization, Dismantling & Drain Covering and Cleaning				1	LS		
2	Excavation Works	26	1.33	2.5	86.45	Cft		
3	Sand Filling	7	6	1.5	63	CFT		
4	Floor Concrete (CC)	6	5	0.33	9	Cft		
5	RCC slab Casting	8	8	0.5	32	CFT		
6	MS Rod				60	Kg		
7	10" thick brick work with 1st class bricks in cement sand (F.M.1.2) mortar (1:4) and making bond with connected walls in/c necessary scaffolding, raking out joints, supply of all materials, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity & other charges etc. all complete as per direction of the engineer-in-charge.	26	0.83	2.33	50.28	Cft		
8	5" thick brick work with 1st class bricks in cement sand (F.M.1.2) mortar (1:4) and plaster making bond with connected walls in/c necessary scaffolding, raking out joints, supply of all materials, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days in all floors including cost of water, electricity & other charges etc. all complete as per direction of the engineer-in-charge.	26 x 7 = 182 SFT (Deduct 21 SFT)			161	Sft		
9	3/4" thick cement sand (F.M. 1.2) plaster (1:4) with NCF				26	sft		
10	Supply and installation of Upvc Solid door and tower bolt & other's Hardware all complete in all respect as per drawing and direction of the engineer-in-charge.				1	set		
11	Wall Tiles				150	sft		
12	Floor Tiles				40	sft		
13	Window Grill- 24"X 24" with Thai				1	pcs		



14	Supply and installation of Hand Wash basin (Pedestal) including supply & installation of 1.5" Upvc drain line for the hand wash basin and sink line all complete in all respect as per drawing and direction of the engineer-in-charge.				1	sft		
15	High Commode RAK				1	pcs		
16	Supply & Installation of Moving pillar cock/CP bib cock/Elbow action bib cock for basin and sink all complete in all respect as per drawing and direction of the engineer-in-charge.				2	pcs		
17	Hand Shower				1	pcs		
18	Exhaust Fan with flexible pipe supply and installation				1	pcs		
19	Angle Stop Cock (Haibali)				4	pcs		
20	Soap Cage (Haibali)				1	pcs		
21	Towel Rail (Haibali)				1	pcs		
22	Tissue Holder (Haibali)				1	pcs		
23	Mirror -2'X3' Size with light & wooden Frame				1	pcs		
24	Supply & Installation of 3/4" or 1/2" G I line including all fittings for water supply to the hand wash basin all complete in all respect as per drawing and direction of the engineer-in-charge.				40	rft		
25	Get Valb/Boll Valv				1	pcs		
26	Acrylic plastic emulsion/weather painting (silky finish) of approved best quality (Berger or equivalent brand) and color delivered from authorized local agent of the manufacturer in a sealed container, applying to wall and ceiling in two coats over a coat of brand specified primer or sealer including cleaning, drying, making free from loose and flaky materials, dirt, grease, wax, removing all chalked & scaled materials, fungus, elapsing specified time for drying, re-coating, flaking paints, mending good the surface defects, sand papering the surface, smoothing by putty, sit putty and necessary scaffolding, applied by brush/roller/spray etc. all complete in							

	all floor as per direction of the engineer-in-charge.						
	Paint on masonry wall			225	sft		
	Electrical work			1	LS		
	Plumbing Work			1	LS		
	Sub -Total						
	GRAND TOTAL in BDT (Inclusive all direct and indirect Cost) VAT &Tax on DAP Basis BDT(A+B+C+D+E+F) =						

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time: 45 days			
Delivery terms: DAP			
Warranty and After-Sales Requirement : a) Minimum one (1) year warranty on both parts and labor. b) Service Unit to be Provided when the Purchased Unit is Under Repair			
Validity of Quotation: 90 Days			
All Provisions of the UNDP General Terms and Conditions			
Other requirements: BOQ and Annexure - o5 – Drawing and Design			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

Annex 3

GENERAL TERMS AND CONDITIONS FOR CONTRACTS



PSU_Consideration
s of Contracting_UN

AND

Declaration

Date:

United Nations Development Programme
UNDP Registry, IDB Bhaban, Agargaon
Sher-E-Bangla Nagar, Dhaka, Bangladesh

Assignment Name : Supply, Fitting and Fixing, Additional Works (Earth Excavation & Filling, Masonry work, Painting, Electrical work, Plumbing Work) at Cox's Bazar Model Thana Office and Police Barrack, Ukhiya Thana under C2R Project of UNDP Bangladesh

Reference: RFQ-BD-2019-019

Dear Sir,

I declare that is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

Yours Sincerely,



DRAWINGS AND DESIGN

Part A: Renovation - Cox's Bazar Model Thana Office – Design A, RFQ Page No. (44)

Part B: Additional Work at the Police Barrack, Ukhiya Thana – Design A, RFQ Page No. (45)

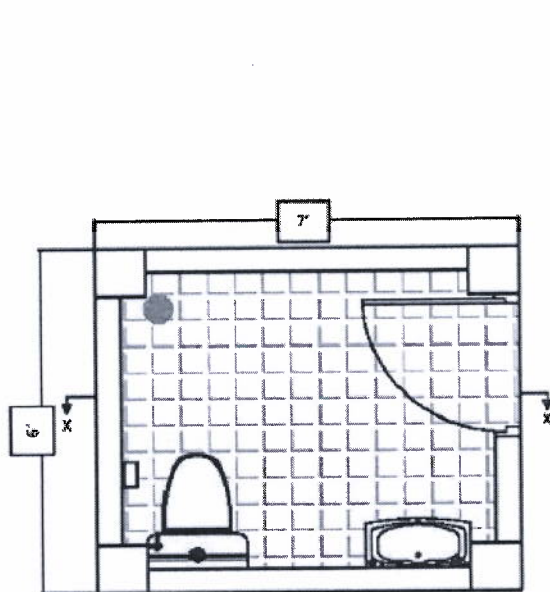
Part C: Sanitary Works at the Police Barrack, Ukhiya Thana – Design A, RFQ Page No. (46)

Part D: Internal Electrical Works at the Police Barrack, Ukhiya Thana – Design A, RFQ Page No. (47)

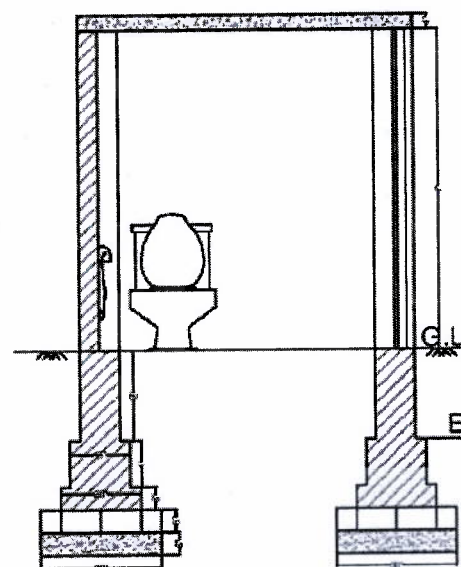
Part E: Additional Work at Police Line Dinning at the Police Barrack, Ukhiya Thana – Design A, RFQ Page No. (48)

Part F: Civil and Plumbing Works at Model Thana, Cox's Bazar – Design page (48)

Police Model Thana, Cox's Bazar.



Plan Of Toilet

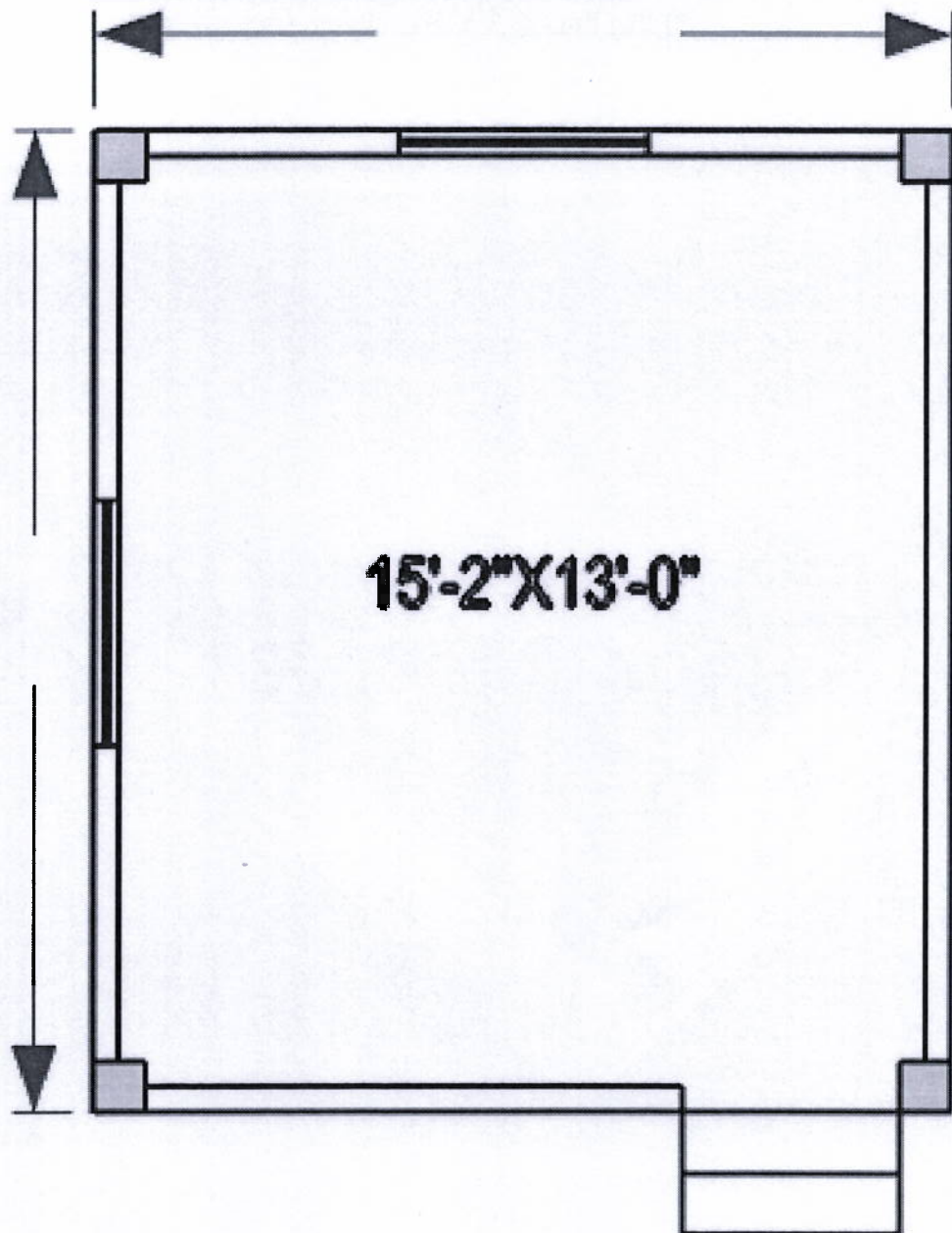


Section x-x

REV 01/2000

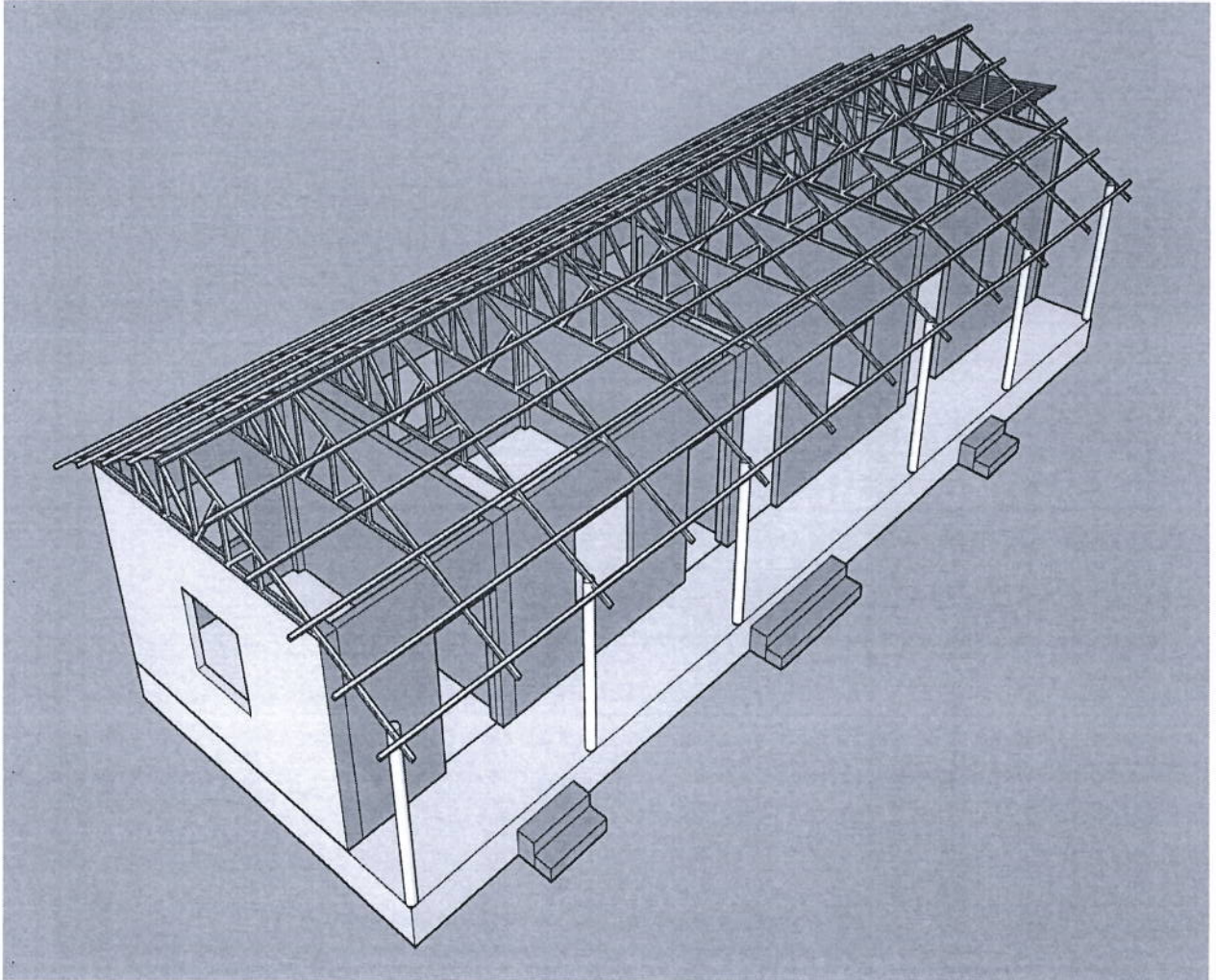
3

Additional works, Police Barrak
Ukhiya Thana

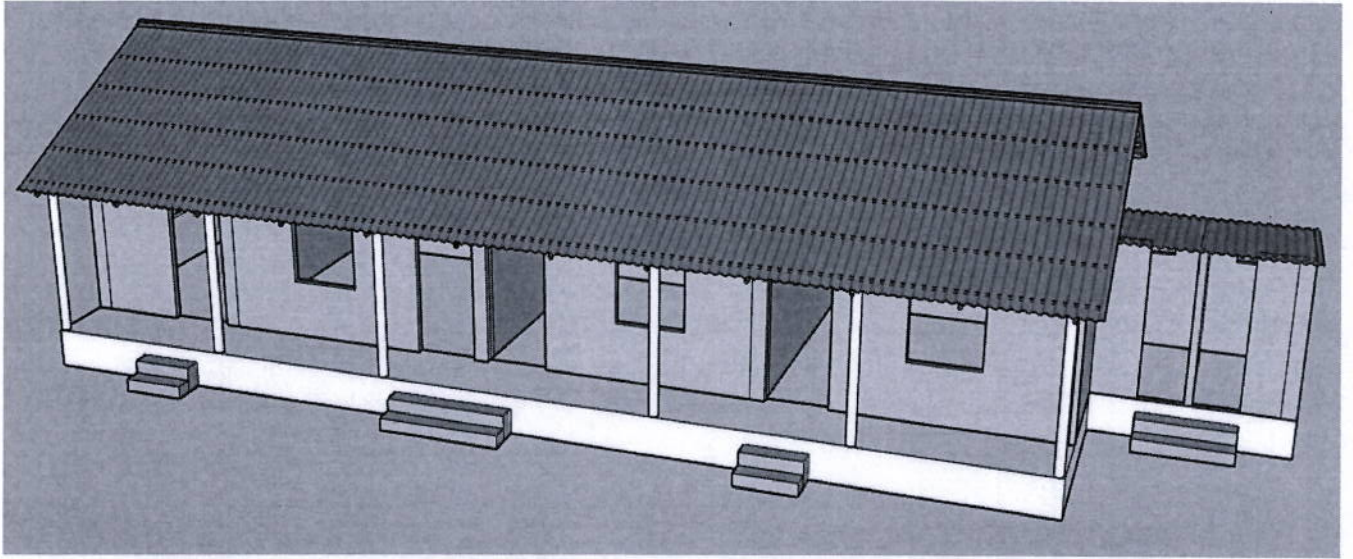


Floor Plan

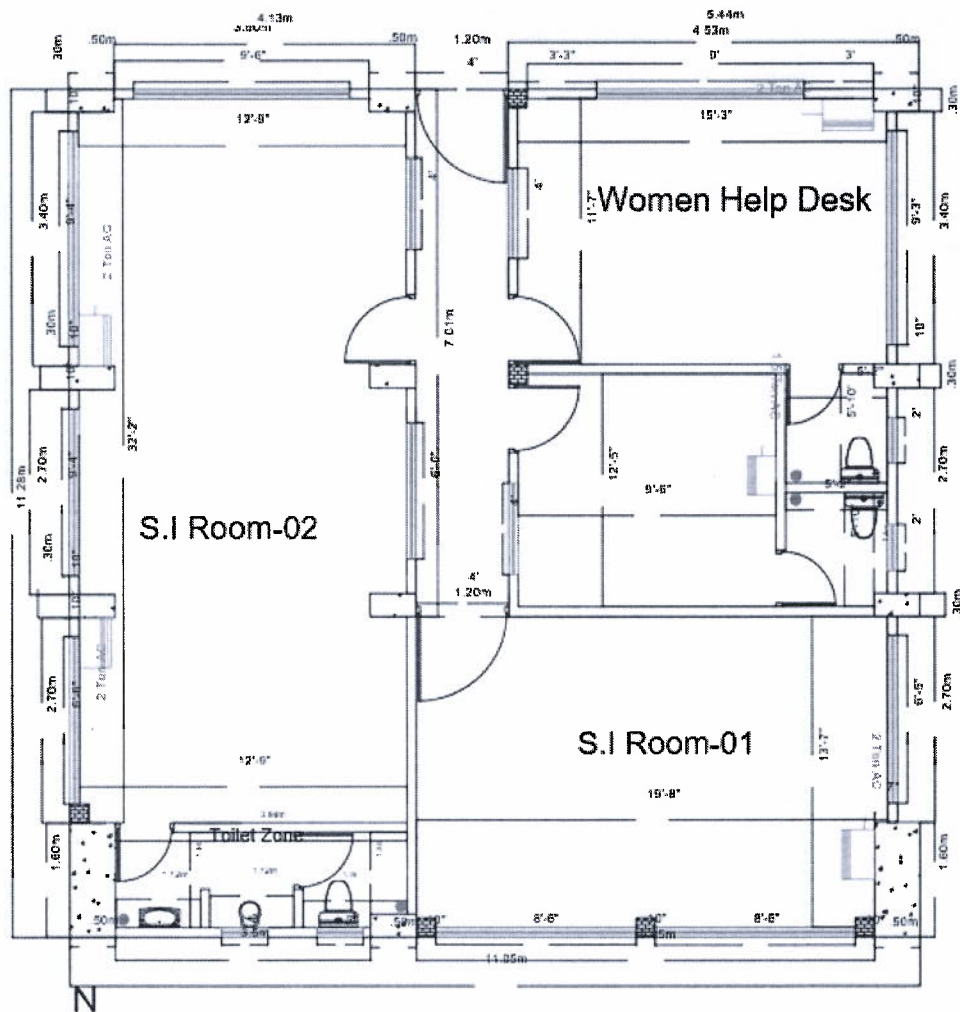
Police Barrak Ukhiya Thana, Cox's Bazar



Police Barrak Ukhiya Thana, Cox's Bazar



Model Thana Cox's Bazar



Floor Plan Details Drawing with Windows Measurement & AC

[Handwritten signature]



General Conditions of Contract for Civil Works

MODEL CONTRACT FOR 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, _____ [INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY], 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

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.

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

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

- 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 guarantee⁷ for 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 _____ **[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.

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..

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

- 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.

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]

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.

_____ [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
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.

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

Appendix I: Formats of Performance Security
Performance Bank Guarantee
Performance Bond

1. DEFINITIONS

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

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered 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

36.1 Materials and Workmanship

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

36.2 Cost of Samples

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

36.3 Cost of Tests

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

- a) Those clearly intended by or provided for in the Contract Documents.

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

37 ACCESS TO SITE

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

38 EXAMINATION OF WORK BEFORE COVERING UP

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

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

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

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

39.2 Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall

be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

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

41 POSSESSION OF SITE

41.1 Access to Site

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

41.2 Wayleaves, etc.

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

41.3 Limits of the Site

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

42 TIME FOR COMPLETION

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

43 EXTENSION OF TIME FOR COMPLETION

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

44 RATE OF PROGRESS

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

APPENDIX I: FORMATS OF PERFORMANCE SECURITY

PERFORMANCE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION
DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND
ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in
pursuance of Contract No....., dated....., to
execute.....[INSERT TITLE OF CONTRACT AND
BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

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

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

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

We hereby waive the necessity of your demanding the said debt from the Contractor before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract
or of the Works to be performed thereunder or of any of the Contract Documents which may be
made between you and the Contractor shall in any way release us from any liability under this
guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of
Final Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

By this Bond[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of.[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2000

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE:

