

INVITATION TO BID

Provision of Civil Works to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa

Project Title: Support to economic recovery, community security and social cohesion in Lebanese communities affected by the Syrian Crisis
Lebanon



United Nations Development Programme

April, 2016

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Section 1. Letter of Invitation

Beirut, Lebanon

April 18, 2016

Provision of Civil Works to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa

Reference: LEB/CO ITB/85/16

Dear Mr. /Ms.:

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Scope of Works
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be Signed, including General Terms and Conditions

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

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

United Nations Development Programme
Arab African International Bank Building, Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Email Address: procurement.lb@undp.org
Attention: Procurement Unit, UNDP Lebanon

The letter should be received by UNDP no later than **28 April 2016**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

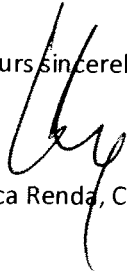
Should you require any clarification, kindly communicate with the contact person identified in the



attached Data Sheet as the focal point for queries on this ITB.

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

Yours sincerely,


Luca Renda, Country Director

Section 2: Instruction to Bidders

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services,



activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

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

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation,

and other documents to be used for the procurement of the goods and related services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

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

9.1 Bid Submission Cover Letter Form (see ITB Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

9.3 Technical Bid (see prescribed form in ITB Section 6);

9.4 Price Schedule (see prescribed form in ITB Section 7);

9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);

9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

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

C. PREPARATION OF BID

12. Cost

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

13. Language

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



14. Bid Submission Form

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

15. Technical Bid Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

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

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



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

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

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

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

16. Price Schedule

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

17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in



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

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:
- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
 - c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:
- a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
 - f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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



and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

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

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

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

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a

document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

- 23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

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

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

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

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

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

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



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

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

to comply with the request may result in the rejection of its Bid.

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

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

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

F. AWARD OF CONTRACT

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

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

change in the unit price or other terms and conditions.

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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



Instructions to Bidders

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Support to economic recovery, community security and social cohesion in Lebanese communities affected by the Syrian Crisis
2		Title of Goods/Services/Work Required:	Provision of Civil Works to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa
3		Country:	Lebanon
4	C.13	Language of the Bid:	☒ English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☒ Not allowed
6	C.20	Conditions for Submitting Alternative Bid	☒ Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Not Applicable
8	C.21.1	Period of Bid Validity commencing on the submission date	☒ 120 days
9	B.9.5 C.15.4 b)	Bid Security	☒ Not Required
10	B.9.5	Acceptable forms of Bid Security	☒ Not Applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	Not Applicable



12		Advanced Payment upon signing of contract	☒ Not allowed
13		Liquidated Damages	☒ Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days of delay: One (1) week Next course of action: Termination of Contract
14	F.37	Performance Security	☒ Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☒ United States Dollars (US\$) <i>Reference date for determining UN Operational Exchange Rate: 04 May 2016</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	Five (5) working days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Procurement Unit Address: Room # 310, 3rd Floor Arab African International Bank Building Riad El Solh Street Nejmeh, Beirut 2011 5211, Lebanon Fax No. : +961 1 962 491 E-mail address dedicated for this purpose: procurement.lb@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☒ Direct communication to prospective Bidders by email and posting on the websites: www.lb.undp.org, www.ungm.org, www.undp.org and www.daleel-madani.org
19	D.23.3	No. of copies of Bid that must be submitted	Original: One Copies : One
20	D.23.1 b) D.23.2 D.24	Bid submission address	Procurement Unit, UNDP Lebanon Room # 310, 3rd Floor Arab African International Bank Building Riad El Solh Street Nejmeh, Beirut 2011 5211, Lebanon
21	C.21.1	Deadline of Bid Submission	Date and Time :

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

	D.24		May 4, 2016 2:00 PM Beirut Local Time
22	D.23.2	Manner of Submitting Bid	☒ Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not Allowed
24	D.23.1 c)	Date, time and venue for public opening of Bid	Date and Time: May 4, 2016 2:15 PM Venue: UNDP Lebanon Country Office
25		Evaluation method to be used in selecting the most responsive Bid	☒ Non-Discretionary "Pass/Fail" Criteria on the Scope of Works; and ☒ Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☒ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☒ Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation ☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☒ Trade name registration papers, if applicable ☒ Local Government permit to locate and operate in the current location of office or factory ☒ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past two (2) years

			☒ Statement of Satisfactory Performance from the Top Five (5) Clients in terms of Contract Value the past three (3) years ☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that should be Submitted to Establish Eligibility	- VAT Registration Certificate (if applicable); - Proof of minimum 5 years in contracting building projects. To show the awarded amount in each projects, scope of work & duration of the work; - Proof of relevant experience in executing steel projects (at least has executed one building with size above 200,000 \$ in the past 5 years). To describe briefly the scope of work in the project; - Proposed clear and detailed work plan (soft & hard) including activities and timelines showing the cost, equipment, materials & workmanship that will be used for each activity; - Team Composition and Task Assignments.
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	See Section 2 - Instructions to Bidders, Clause 15
29	C.15.2	Latest Expected date for commencement of Contract	Upon Contract Signature
30	C.15.2	Maximum Expected duration of contract	The overall term of execution of this contract is effective from contract signature date until three (3) months
31		UNDP will award the contract to:	☒ One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	Award Criteria ☒ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Scope of Works ☒ Compliance on the following qualification requirements: Bid Evaluation Criteria ☒ Minimum 5 years in contracting building projects. To show the awarded amount in each projects, scope of work & duration of the work; ☒ Class A Buildings classification from Ministry of

			Public Works; ☒ Minimum annual turnover 300,000 \$; ☒ Relevant experience in executing steel projects (at least has executed one building with size above 200,000 \$ in the past 5 years). To describe briefly the scope of work in the project; ☒ The contractor should be ISO certified for quality management system; ☒ Full compliance of Bid to the Scope of Works; ☒ Full acceptance of the Contract General Terms and Conditions; ☒ Clear and detailed work plan (soft & hard) including activities and timelines showing the cost, equipment, materials & workmanship that will be used for each activity; ☒ Availability of a full time civil/structural engineer with minimum 7 year experience on site to act as the construction manager and a backup team of architect, mechanical and electrical engineers with minimum 7 year experience to follow up on all construction works: ➤ Copies of the CVs and order of Engineers ID cards are required to be submitted with the offer; ☒ Availability of machineries (scaffolding, Formworks, Construction Tools, etc...) and workers to carry out the required works; ☒ Ability to store all equipment and material in a safe yard; ☒ Ability to operate on final full shop drawings; ☒ Ability to employ workers from the area; ☒ Qualification of all other personnel to be assigned to the contract; ☒ Provision of safety equipment to all site basis personnel.
33	E.29	Post qualification Actions	☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☒ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☒ Inquiry and reference checking with other previous clients on the quality of performance on



			ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	☒ Signature of Contract by UNDP and the selected contractor
35		Other Information Related to the ITB	None



Section 3a: Scope of Works

Construction of Public Market- Bar Elias

1. BACKGROUND

Aiming at addressing the current needs caused by the Syrian refugee influx, UNDP has undertaken a conflict-sensitive needs assessment through the Maps of Risks and Resources (MRR) methodology with the objective of producing municipals participatory action plans for local impact projects. The MRR facilitates the dialogue and collaboration between local stakeholders within a common process for the identification of risks, needs and available resources in order to find the proper solutions. Municipal Working Groups were formed involving local authorities, civil society from the public and private sector in order to ensure participation, inclusiveness and ownership of the community as a whole.

The increase in population due to the number of Syrian refugees moving to the Bekaa is creating tensions among the communities and further exacerbating socio-economic problems.

The proposed public market located in Bar Elias will be managed by the Municipality. The project aims at improving economic opportunities for farmers in Bar Elias and the surrounding villages being located in the middle of the plane at a centre point between various agricultural villages.

2. OBJECTIVES

These ToRs were developed to commission a qualified contracting company to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa.

3. SCOPE OF WORKS

Construction of the Public Market in Bar Elias

Activities:

- Excavating, Backfilling, Compacting and General Grading;
- Reinforced Concrete Foundations Pouring;
- Erection of the Steel Structure
- Building Masonry Walls
- Supplying and Installing Clay Roof tiles
- Supplying and Installing Aluminum Windows and Doors
- Plastering, painting and ceramic tiles installation
- Supplying and Installing pipes, valves, pumps, tanks
- Supplying and Installing Sanitary fixtures and fittings
- Supplying and Installing surrounding fens
- Supplying and Installing Electrical Panel Boards and cables
- Supplying and installing lighting fixtures and wiring devices.
- Rehabilitating specific section of the access road



4. DURATION OF WORKS

The contracting company is expected to commence the works immediately after Contract signature. The overall execution timeframe for the whole project spread over a period of 3 months, effective from contract signature date. Extensions, if deemed necessary, can only be granted through mutual agreement between UNDP and the contracting company. Urgent cases that could justify delays of works are mainly due to security reasons, in case of any conflicts in, or for extreme bad weather conditions.

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

5. STANDARD OF PERFORMANCE

The Contractor shall perform the required services and carry out his obligations under this Contract with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in performing such type of activities and with professional engineering and contracting standards recognised. He shall observe sound management, and technical engineering practices, and employ appropriate advanced technologies and safe and effective equipment, machinery, materials and methods. The Contractor shall operate and maintain the equipment and machinery involved in the implementation activities in accordance with the relevant laws, standards, regulations and legislation, as well as the requirements under the Contract, and the manuals and guidelines as provided by the manufacturers and suppliers of the equipment and machinery.

Site Safety:

The Contractor shall be responsible for implementing strict safety measures on site in view of the type of works being implemented; the Contractor shall provide and erect protection items required by site conditions or as requested by the Engineer to protect persons, onsite and offsite property, as required and as supplementary to such items that have been left in place; ascertain legal and other requirements.

The Contractor shall maintain protection in place until work is complete and danger of damage has ceased; at such time as approved by the Engineer, remove protections.

Site Access:

The contractor shall satisfy himself of the suitability & availability of the access routes that he chooses for using during the Contract duration. The Employer will not accept any claim whatsoever if the contractor raise a claim related to not being aware of the site conditions and its surroundings as well as The Employer will not guarantee either the suitability or availability of any chosen road and will not held responsible or subject to any claim in respect of non-suitability or non-availability of any such route.

Contractor's Resources:

The Contractor shall utilise all necessary resources, manpower, machinery and equipment etc. in order to perform the required works in a proper, safe and timely manner. The Contractor should employ, to the maximum extent possible, the necessary labourer (skilled and/or unskilled) from within the project area.



6. PRIORITY OF CONTRACT DOCUMENTS:

All combined documents that form this contract shall be mutually complimentary, explanatory, cumulative, additive and not alternative and what is required by one document shall be required by all. In case of conflict, the Engineer shall determine which document governs and the contractor shall comply with engineer decision without any claim for extra cost if this conflict is not related to design.

7. First aid Facilities:

The contractor shall provide and maintain adequate first aid facilities on the site in accordance with the public health authorities in republic of Lebanon and the Lebanese Labour Code. Any accident occurs, the contractor should immediately notify the employer and engineer in writing.

8. Quantities mentioned in the bill of quantities:

- Quantities included in the Breakdown of Lump Sum shall not be re-measured after execution. The Contract is a lump sum contract. The Contractor shall during tender phase, verify and check the quantities for any discrepancies or mistakes. In case of discrepancies, the Contractor shall during the tender phase raise this issue to the employer by sending to him a table showing the location of discrepancies for Employer's verification. The Employer will assess and answer the contractor's query with the amended quantities if there is any.
- Where an item of work has been included in the Breakdown of the Lump Sum but neither the specification nor the drawings indicate that such an item is required, it shall be deemed both that due allowance for the full value of that item of work as describe in the breakdown of the Lump Sum was included in the tender and that it is in work which is required to be executed by the contractor in fulfillment of his obligation under contract.
- Where an item of work is indicated in the specification and/or on drawings but has not been included or referred to in any way in the breakdown of the Lump Sum, it shall nonetheless be deemed both that the full value of that item of work was included in the tender and that it is work which is required to be executed by the contractor in fulfillment of his obligation under the contract.
- Where an item of work included in the BOQ is describe there in more detail and/or is specified to a higher standard/ value than that which is indicated in the specification and/or on the drawings, it shall be deemed both that the full value of that item of work which is required to be executed by the contractor in fulfillment of his obligation under the contract.
- Where the specification and/or drawings indicate a higher standard/value for an item more than it is describe in the breakdown of the Lump Sum, it shall be deemed both that the full value of that item of work which is required to be executed by the contractor in fulfillment of his obligation under the contract.
- In case of any of the occurrences describe above, rise the same shall not vitiate or invalidate the contract but shall be treated as an ambiguity or discrepancy and shall be explained and adjusted by engineer as set in the priority of documents.



- Breakdown of the Lump Sum. The contractor is required to submit to the engineer with the tender package, a detailed breakdown for each of the Lump Sum items contained in the BOQ identifying the supply of materials, labors, equipment, overhead and profit for each priced item.

9. Contractor liability:

Approval by the engineer on all contractor submittals shall not relieve the contractor of any of his responsibilities this contract

10. As Built drawings and operation Manuals:

The contractor shall submit to the Employer a complete set of As built drawing of the executed permanent works as required in the contract documents to enable the employers to operate and maintain the executed works.

Manuals shall delivered together with the equipment or appliance to which they relate in accordance with the contract document. The number of original document and copies thereof shall be delivered as required in the contract.

Any As-built drawing required by the ministries, the contractor at his own cost must submit the required documents, drawings, manuals etc.... to them. Prior to the preparation of "As-built" drawings, the contractor shall obtain the approval of the engineer in coordination with the design consultant and as size of drawings quality of transparent sheets, and any other details.

Failure to provide the above shall result in holding the final payment.

11. MANAGEMNT MODALITIES

An engineer will be assigned by UNDP to directly supervise the works of the Contractor. The engineer will be directly reporting to and seeking approval/acceptance of output from the project Manager. The engineer will be reporting on progress of works on a weekly basis.

12. QUALIFICATION OF CONTRACTING COMPANY

Experience:

- Minimum 5 years in contracting building projects. To show the awarded amount in each projects, scope of work & duration of the work.
- Class A Buildings classification from Ministry of Public Works.
- Minimum annual turnover 300,000 \$.
- Relevant experience in executing steel projects (at least has executed one building with size above 200,000 \$ in the past 5 years). To describe briefly the scope of work in the project
- The contractor should be ISO certified for quality management system

Resources:

- Availability of a full time civil/structural engineer with minimum 7 year experience on site to act as the construction manager and a backup team of architect, mechanical and electrical engineers with minimum 7 year experience to follow up on all construction works. Copies of the CVs and order of Engineers ID cards are required to be submitted with the offer.

- Availability of machineries (scaffolding, Formworks, Construction Tools, etc...) and workers to carry out the required works.
- Ability to store all equipment and material in a safe yard.
- Ability to operate on final full shop drawings.
- Ability to employ workers from the area.

Timelines and Safety:

In addition to presenting an offer that shows the previously mentioned qualifications:

- The Contractor shall present a work plan (soft & hard) including activities and timelines showing the cost, equipment, materials & workmanship that he will use for each activity.
- The contractor shall provide safety equipment to all site basis personnel:
 - Safety Helmets, Shoes, Jackets.
 - Construction Site should be closed and surrounded by a fence.
 - Workers should be provided harnesses.

The financial proposal shall be consequently divided by budget lines as per the BOQs attached.

8. TERMS OF PAYMENT

Payment will be paid according to the following:

- 25% upon completion of 25% of works (as per the approved work plan and upon validation from the supervising engineer)
- 45% upon completion of 70% of works (as per the approved work plan and upon validation from the supervising engineer).
- 30% upon completion of all works (upon validation from the supervising engineer).

The Contractor shall be paid based on the budget and BOQs presented, in case of variation in quantities; the costs will be calculated based on the unit price specified by the Contractor.

9. ANNEXES

- Annex 1 – Detailed BOQs
- Annex 2 – Technical Drawings
- Annex 3 – Technical Specifications

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
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GENERALLY

Tenderers are to comply exactly with the pricing requirement of preliminaries, as presented hereafter

- A These preliminaries are applicable to the whole of the works. If the tenderer wishes to price any of the items contained herein, then each such item, clause or sub clause must be individually priced. The tendered shall not enter any lump sums covering more than one or all items, clauses and sub-clause. Where any item, clause or sub clause is not priced, it shall be deemed that the value is included in the rates for measured items elsewhere in these Schedule of Rates.
- B Tenderer will deemed to have examined the Drawings, the Specifications, to have read the Instructions to Tenderers, the Form of Agreement, the Conditions of Contract, the Form of Tender and to have visited the site and made themselves aware of all conditions including the supply of labor and materials, and are to allow in their tender for all costs, expenses, risks, liabilities and obligations set forth in or implied by the documents and drawings, and their tender price shall be deemed to include for supplying, installing, constructing, completing and maintaining the works in accordance with the terms of the Contract.

DESCRIPTIONS

- C The descriptions included in these Schedule of Rates to describe the workmanship and materials necessary for each items are not necessarily complete. The Tenderer is referred to the Conditions of Contract, Technical Specifications, other Documents and the Drawings, for further information concerning the work. No claim or variation will be considered on account of his failure to acquaint himself with such information.

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
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DESCRIPTIONS (CONT'D)

- A The tenderer shall satisfy himself as to the meaning of every item in the Schedule of Rates and the prices inserted by him will be deemed to cover all his obligations under the Contract and all matters and things necessary for the proper construction, completion and remedying of any defects including, but not by way of limitation, for all temporary works required (including any that may be required by sub-contractors, whether nominated or otherwise).
The price shall include for all materials, furniture, fixtures and labor and for the provision and use of all plants (whether mechanical or non-mechanical) required for the expeditious carrying out of the works in their proper sequence, including for shifting, altering and adapting such temporary work and plant as may be required during the progress of the works, and removing on completion and making good any surfaces disturbed; and if not included in a price inserted against the Conditions of Contract clause following, for the guarantees and bonds required for the costs of preparing a tender, for the work in connection with measurements and final account, for profit, and for all establishment charges and on costs of whatever nature. No claim for additional payment will be allowed for any error or misunderstanding by the Tenderer in these aspects.
- B The tenderer shall price all items for all sections which he considers have a value. If any item are not proceed by the Tenderer, they will be deemed to be of no value or that their value has been spread throughout the rates of the other items.

CONDITIONS OF CONTRACT

- C The conditions of contract shall be as contained within the Tender Documents. The tenderer shall allow for all costs of complying with the Conditions of Contract.

MOBILIZATION / DEMOBILIZATION

- | | | | |
|---|------------------------------------|----|---|
| D | Provide for general mobilization | LS | 1 |
| E | Provide for general demobilization | LS | 1 |

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
<u>GENERAL REQUIREMENTS</u>			
A	Coordination and meetings	LS	1
B	Project Coordination	LS	1
C	Cutting and Patching	LS	1
D	Reference standards	LS	1
E	Submittals	LS	1
F	Construction Progress Schedules	LS	1
G	Network analysis schedules	LS	1
H	Quality control	LS	1
I	Testing services	LS	1
J	Construction facilities and temporary controls	LS	1
K	Safety and Security	LS	1
L	Access Roads and Parking Areas	LS	1
M	Traffic regulations	LS	1
N	Field offices and sheds	LS	1
O	Material and equipment	LS	1
P	Substitutions	LS	1
Q	Starting of systems	LS	1
R	Contract closeout	LS	1
S	Operation and maintenance data	LS	1
T	Warranties and Insurance	LS	1
U	Shop Drawings and As Built Drawings	LS	1

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
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SPECIFIC REQUIREMENTS

Tenderers are referred to the "Instruction of Tenderers" and are to price accordingly here

- | | | | |
|---|---|----|---|
| A | Allow the net Sum for the appointment of a Professional Design Consulting Firm and Specialist Consultants to undertake the completion of the design for this Contract | LS | 1 |
| B | Making good any surfaces disturbed by the works | LS | 1 |

SCHEDULE OF RATES

- C The rates for all work are to include for all cutting (straight, raking or curved) as necessary
- D Earthworks is to include for earthwork support
- E Earthworks shall include for excavating in rock, unstable ground, existing Note materials and obstructions, cavity probing, below water level or any other condition
- F Earthworks shall include for the levelling and compacting bottoms and for Note keeping excavations free from water and treating the surface with anti-termite control
- G Filling shall include for compacting in layers and grading to contours
- H Concrete work shall include for all formworks
- I Concrete work shall include for all fair faced finish formwork
- J Reinforced concrete work shall include for all reinforcement
- K Masonry work is to include for faced or fair faced work as necessary
- L All timber sizes specified are finished sizes
- M Sawn and finished timber have not been separately identified
- N Door jambs, heads, linings, etc, have not been measured separately but are to be included in the item of the door

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
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SCHEDULE OF RATES (CONT'D)

- A Glazing is deemed to be included as part of the item which is glazed
- B Where stated in the description, items of work are to include for the application of decoration system
- C The rate for adhesive fixed wall tiling are to include for a cement and sand backing coat of the thickness necessary to bring out the tile face the required distance from the face of the supporting wall as shown on the drawings
- D The rates for finishing are to include for all fair joints, outlets, working over and around obstructions, pipes and the like, into recesses and shaped inserts
- E
Patterned work is deemed to include all extra work involved
- F Suspended ceilings have been measured as the flat area irrespective of drop and bulkheads. The contractor is to allow for all work and material necessary for the varying levels of the suspended ceiling heights and for the construction of vertical bulkheads.
- G The rates for items of pipework are to allow for all fittings, valves and the like irrespective of size, except where so measured separately
- H Attendance on works by others is to include for decanting equipment from containers, unloading, storing, placing into position, unpacking and the installation of all connecting pipe work, controls and power cables, including the testing and commissioning of all equipment

DIVISION 01
GENERAL REQUIREMENTS

Item	Description	Unit	Qty
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SCHEDULE OF RATES (CONT'D)

- A The item of Incidental works shall be deemed to include the following:

1. Identification, which shall include plates, discs, labels, charts and color coding

operating completed installations and providing fuel and power

3. Tools and spares, which shall include loose keys and consumable stores

4. Documents, which shall include drawings, operating instructions and maintenance manuals

5. Co-ordination with other Engineering installations

6. Cutting of forming holes, mortices, chases or the like and making good finishing

7. Building in or cutting and pinning brackets or the like and making good finishings

8. Removing protective coating or wrapping

9. Cleaning and polishing exposed surfaces

- B The tenderer is to price here for any obligation which has not been allowed for elsewhere. This includes for any item missed in the schedule of pricing but necessary for the completion of the works in accordance with tender documents. Failure to price here will be deemed that all obligations have been considered and their value if not priced specifically, has been spread throughout the rates of other items

LS 1

DIVISION 02
SITE WORKS

Item	Description	Qty	Unit
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The contractor is referred to the specifications and drawings for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

SECTION 02200 EXCAVATION AND EARTHWORK

Excavate lot to scrap off the existing surface of any irregularities and debris and excavate foundations and grade beams to required depth, disposing of debris in proper dumping location. The price shall cover all sorts of soil.

- | | | | |
|---|--|-----|----|
| A | Excavation in all kinds of soil or surface | 195 | m3 |
|---|--|-----|----|

SECTION 02221 EARTHFILLING

The contractor should provide selected fill materials approved by the engineer and carryout filling operations in the areas indicated and as instructed by the engineer. The filling shall be placed and compacted in uniform layers of 15cm thick. And each layer of material shall be compacted

- | | | | |
|---|------------------------|-----|----|
| B | Selected Fill Material | 227 | m3 |
|---|------------------------|-----|----|

SECTION 02232 AGGREGATE BASE COURSE

The contractor should provide fill materials and carryout filling operations in the areas indicated and as instructed by the engineer. The filling shall be placed and compacted, in uniform layers of 15 cm thick. And each layer of material shall be compacted

- | | | | |
|---|-----------------------------------|-------|----|
| C | 200 mm thick hardcore gravel fill | 9,350 | m2 |
|---|-----------------------------------|-------|----|

SECTION 02517 WATER SUPPLY

DOMESTIC WATER PIPES

Supply and installation of High Density Polyethylene HDPE 100 pipes conforming to EN12201 and DIN 8074 complete with excavation, backfilling, accessories, fittings, supports, expansion joints, brackets, connections, valves and necessary accessories material and labour to complete the job as described in the specifications and drawings.

Approved material: ULPI, Haykalplast, Kokoplast or equal.

Diameter:

- | | | | |
|---|---|---|----|
| D | Φ 1/2 " and connection accessories and valves | m | 25 |
| E | Φ 1 1/2 " | m | 60 |

DIVISION 02
SITE WORKS

Item	Description	Qty	Unit
<u>INSPECTION CHAMBERS</u>			
Supply and installation of concrete inspection chambers including excavation, concreting, backfilling, plastering, waterproofing, cast iron or ductile iron frame and cover (load rating in accordance with location), complete with connections, valves and necessary accessories as shown on the drawings and described in the specifications.			
Approved cast iron cover: O.K., Pont a Mousson or equal			
A	Inspection Chamber Type DWIC1 60x60cm	No	5
<u>SECTION 02730 SANITARY SEWER- SEWAGE MANHOLES</u>			
<u>SEWAGE PIPES</u>			
Supply and installation of UPVC sewage pipes conforming to EN1401 and DIN 19534 complete with excavation, backfilling, concreting, accessories, fittings, supports, expansion joints, brackets, bonding cement, cleaning , material and labour to complete the job as described in the specifications and drawings .			
Approved material: ULPI, Haykalplast, Kokoplast or equal.			
Diameter:			
B	Φ 200mm	150	m
<u>SEWAGE MANHOLES</u>			
Supply and installation of concrete sewage manhole including excavation, concreting, backfilling, plastering, bottom benching, waterproofing, cast iron or ductile iron frame and cover (load rating in accordance with location of manhole), complete with accessories as shown on the drawings and described in the specifications.			
Approved cast iron cover: O.K., Pont a Mousson or equal			
C	Sewage Inspection Chamber Type IC 60x60cm	4	No
<u>SECTION 02934 TREES</u>			
D	Supply and transport trees of local species, height 2m, stem 16- 18cm, including agricultural soil, fertilizers, staking, watering, pruning, etc ... , Complete.	10	No

DIVISION 03
CONCRETE WORKS

Item	Description	Qty	Unit
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SECTION 03200 STEEL REINFORCEMENT

High and Mild yield steel reinforcing bars including cutting, bending and and placing with tie wires as specified and as shown on the drawings.

A	All diameters	17	Ton
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SECTION 03200 CAST IN PLACE CONCRETE

Plain in-situ concrete 170 kg/cm², cement content 250Kg/m³, as specified and as shown on the drawings

B	Polyethylene sheet 200 micron under slab on grade	270	m2
---	---	-----	----

C	50 mm average thickness blinding beds under slab on grade, ground beams and footings	20	m3
---	--	----	----

Install and Cast all Reinforced Concrete Structures , including formwork, all as detailed in specifications and shown on the drawings

Reinforced concrete minimum strength 250kg/cm² cement content 350 Kg/m³, including formwork (reinforcement measured separately); all as specified and as shown on the drawings in:

C	Slab on Grade 150 mm average thickness	41	m3
D	Foundations and Ground Beams	58	m3
E	Walls, Stairs and Columns	53	m3

DIVISION 04
MASONRY

Item	Description	Qty	Unit
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SECTION 4810 - UNIT MASONRY ASSEMBLIES

The contractor is referred to the specifications and drawings for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

Concrete Masonry Unit Walls

Supply and install non load bearing. Precast Hollow concrete masonry walling: with bedding mortar including pointing and cleaning, reinforced concrete bond beams & columns for high walls, lintels, doors sills and jambs, and all necessary and accessories; as per the specifications and drawings.

A	Concrete Hollow Masonry Unit wall (Unit: 400x200; 150mm thick)	364	m2
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DIVISION 05
METAL WORKS

Item	Description	Qty	Unit
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SECTION 05120 STEEL STRUCTURE

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

Supply and erect steel structure all as shown on drawings
To paint the steel structure with anti-corrosion paint. The material specification shall be approved by the engineer.

A	Built-up sections: Beams, Columns & Parts (Epoxy Painted)	5,900	kg
B	Gutters (2.0mm thick, Galvanized 275 g/m ²)	105	m

THE THERMAL AND MOISTURE PROTECTION

Item	Description	Qty	Unit
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The contractor is referred to the specifications for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

SECTION 07160 WATERPROOFING

- | | | | |
|---|--|-----|----|
| A | Perepare the septic tank interior surfaces, supply and apply 2 coats of Epoxy modified paint with hydrocarbon resins for anti-acid protection of concrete at a rate of 450g/m2 per coat. | 136 | m2 |
|---|--|-----|----|

SECTION 07115 - BITUMINOUS DAMPPROOFING

Prepare surface, supply and apply cold applied, cut back (sol-vent based) asphalt dampproofing; include all necessary material and accessories; as per the specifications and drawings

- | | | | |
|---|---|-----|----|
| B | Cold applied cut back (solvent based) dampproofing to concrete surfaces below grade | 245 | m2 |
|---|---|-----|----|

SECTION 07320 CLAY ROOF TILES

- | | | | |
|---|---|-----|----|
| C | Supply and Install clay roofing tiles, as shown on the drawings | 266 | m2 |
|---|---|-----|----|

DIVISION 08
DOORS AND WINDOWS

Item	Description	Qty	Unit
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The contractor is referred to the specifications and drawings for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

Section 08110 - STEEL DOORS AND FRAMES

Supply and install galvanized steel doors and welded frames; include mortar sealants, louvers, primer, ironmongery, powder coated finish and all necessary material and accessories; as per the specifications and drawings

A	D3 Rolling Shutter Overall size 355 x 380	5	No
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Supply and install epoxy painted steel doors and welded frames; include mortar sealants, louvers, ironmongery, primer, powder coated finish and all necessary material and accessories; as per the specifications and drawings

B	D1 Steel Door overall dimension 100x220 cm with glass	5	No
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SECTION 8520 ALUMINIUM DOORS & WINDOWS

Colored Powder coated Technal double glazed aluminium doors and window. Units glazed and/or non glazed fixed in accordance with the manufacturer's instructions, including frames, sub-frames, angles, channels, glazing (Th. 8mm) beads, sealant, aluminium in fill panels, fixing accessories, Ironmongery (except where shown in glass door schedule and on the drawings) including glazing and making good as shown on drawings and described in the specifications.

C	W1, Aluminium sliding window, overall dimension 60 x 50 cm	5	No
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D	D2, Aluminium hinged door, leaf without glazing overall dimension 80 x 200 cm	5	No
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DIVISION 09
FINISHES

Item	Description	Qty	Unit
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The contractor is referred to the specifications and drawings for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

SECTION 09220 PORTLAND CEMENT PLASTER

Prepare surfaces, spatterdash, supply and apply ordinary portland cement and sand plaster coat to a minimum thickness of 15 to 20 mm, include metal lath 1 mm thick having approximately 50 nets per m² where required, and all expanded metal angle and stop beads at corners and abutments

A	Plasters	800	m2
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SECTION 09310 CERAMIC TILES

Local first quality ceramic tiles, bedded and jointed in cement and sand mortar, including grouting, all as specified and as shown on the drawings

B	Class A Ceramic Tiles to floors (20 x 20 cm).	12	m2
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C	Skirting	30	ml
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SECTION 09912 PAINTS

Prepare surfaces and apply prime coat, three coats of puty, two undercoats and necessary finishing coats

D	Textured Acrylic Latex coating to plastered walls, columns and ceilings	560	m2
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E	Scratched paint (Maplexine) to plastered walls (exterior)	240	m2
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DIVISION 15
MECHANICAL WORKS

Item	Description	Qty	Unit
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The contractor is referred to the specifications and drawings for all details related to this section of the works and he is to include for complying with all the requirements contained therein, whether or not they are specifically mentioned within the items description.

The contractor shall provide all equipments, workmanship, and execute the required works to the satisfaction of the Engineer.

SECTION 15060 PIPES AND FITTINGS

POLYPROPYLENE (PPR) PIPES - EMBEDDED IN WALLS

Supply and installation of PPR pipes DHC system underground or embedded in walls and under tiles.

Pipes shall be with thermal welded joints, working pressure 14 bars at 60 degrees Celsius complete with connectors, supports, fittings, accessories, material and labor to complete the job.

All pipes inside wet areas are to be included in the item of sanitary fixtures' installation.

Diameter:

Approved material: Banninger, Coestherm, Aquatechnik, Wavin or equal

A	F 1/2" (15 mm diameter)	53	m
B	F 3/4" (20 mm diameter)	27	m
C	F 1" (25 mm diameter)	35	m

SECTION 15100 VALVES, ACCESSORIES AND SPECIALTIES

Supply and installation of all necessary valving system for pipe network isolation and balancing needs including all accessories, material and labour to complete the job. Valves Shall be as per specifications.

Bronze gate valve PN-20 serving polypropylene pipe.

Diameter

D	F 3/4" (20 mm diameter)	5	No
E	F 1" (25 mm diameter)	2	No

SECTION 15175 TANKS

P.E water tank ncluding the supply and fix of float valve with valve, water inlets and outlet with valves, drain, overflow...

F	Cold water tank Polyethylene 2000 L., Triple layer, with metallic stands	2	Nr
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DIVISION 15
MECHANICAL WORKS

Item	Description	Qty	Unit
<u>SECTION 15405 WASTE AND DRAINAGE SYSTEM</u>			
<u>DRAINAGE AND VENT PIPES</u>			
Supply and installation of UPVC sewage pipes conforming to EN1401 and DIN 19534 complete with excavation, backfilling, concreting where necessary, accessories, fittings, supports, expansion joints, brackets, bonding cement, cleaning material/cleaner, material and labour to complete the job as described in the specifications and drawings .			
Approved material: ULPI, Haykalplast, Kokoplast or equal.			
Diameter:			
A	Φ 2"	10	m
B	Φ 3"	15	m
C	Φ 4"	33	m
<u>FLOOR DRAIN</u>			
Supply and Installation of UPVC floor drain with 3x50mm diameter inlet one 75mm diameter outlet including heavy duty nickel bronze, stainless steel, powder coated cast/baked aluminum, chrome plated brass or PVC cover finish material and fittings (minimum water seal: 5cm).			
Approved material: ULPI, Haykalplast, Kokoplast or equal			
D	Diameter F 3" pipe connection	5	No
<u>FLOOR/PIPE CLEANOUT</u>			
Supply and install UPVC floor cleanout with 110mm diameter outlet including heavy duty nickel bronze, stainless steel, powder coated cast/baked aluminum, chrome plated brass or PVC cover finish material and fittings. Approved material: Martoni, Nicoll, Redi, Wavin, Kokoplast, El Fil or equal.			
Diameter:			
E	Diameter F 4" pipe connection	5	No
<u>VENT CAP</u>			
Supply and installation of UPVC vent termination cap for DR pipes. Approved material: ULPI, Haykalplast, Kokoplast or equal			
Diameter:			
F	Diameter F 3"	5	No

DIVISION 15
MECHANICAL WORKS

Item	Description	Qty	Unit
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SECTION 15440 - PLUMBING FIXTURES

SANITARY FIXTURES AND FITTINGS

Supply and installation of sanitary fixtures and fittings including all necessary accessories.

The contractor shall install the sanitary fixtures complete with their mixers, chrome plated concealed and bronze valves, waste fittings, angle valves, traps, spouts, trims and accessories.

The contractor shall supply and install all PPR water supply and PVC drainage pipes inside bathrooms and wet areas, material and labor to complete the job.

Approved material:

Mixers: Grohe, Hans Grohe or equal

Fixtures: Lecico or equal

A	Wall hung Wash basin	5	No
B	Water closet with flush tank/valve and toilet paper holder	5	No

DIVISION 16
ELECTRICAL WORKS

Item	Description	Qty	Unit
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SECTION 16120 CONDUCTORS AND CABLES

Supply, install and connect the following cables, PVC insulated, PVC sheathed and of copper conductors, complete including junction boxes, cable cleats, cable glands, including conduits where necessary, as specified and shown on the drawings and to the satisfaction of the engineer. The electrical cables have to be fixed to cable trays and metallic supports by clamps. The electrical cables on cable trays, and in shafts to be spaced by at least one diameter (of the biggest size). The single core cables to be installed in trefoil arrangement.

Unarmoured, copper, PVC insulated, PVC sheathed 0.6 / 1 KV power cables of the main power network connecting EDL, Gen-Set, ATS, MDB & all SDBs complete with all needed fittings & accessories.

A	4 x 16mm ² + 16mm ² .	225	m
B	75mm diameter UPVC ducts for external cables.	225	m

SECTION 16140 WIRING DEVICES

Supply, install and connect the following wiring devices, complete including cover, junction boxes, rigid and flexible medium gauge "PVC" conduits (except where specified otherwise), wires, cables, connectors and all related accessories, as specified and shown on drawings. All rigid and flexible conduits to be with threaded conduit. This includes the supply and installation of the necessary wires, 16mm conduits, from the secondary distribution panel boards to the electrical devices including outlet boxes, cover plates, fittings and all other necessary accessories (TICINO-LIGHT or LEGRAND MOSAIC- 45, Vimar or approved equal) .

C	16A/250V one way one gang switch.	5	No
D	16A/250V one way two gang switch.	10	No
E	16A/250V Grounded 3 pin wall mounted socket outlet, simplex, weatherproof (h=30cm).	10	No

DIVISION 16
ELECTRICAL WORKS

Item	Description	Qty	Unit
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SECTION 16400 ELECTRICAL DISTRIBUTION**PANEL BOARDS**

Supply, install and connect main distribution boards including cabinets, circuit breakers, busbars, connectors, switch-disconnectors, spares and spaces including all trunking and wires, ground conductors and accessories from distribution board.

Recessed or surface mounted panels with steel front door with necessary accessories of circuit breakers, residual current devices, residual current circuit breakers, neutral and earth bars. Breakers capacity shall be selected according to IEC-898. Pins of three and one pole shall be used to join the breakers in the same range of panel. The panel boards have to be assembled for a perfect operation and to the satisfaction of the engineer.

A	Main Distribution Board (18 Modules)	1	No
B	Panel Board (6 Modules)	5	No

SECTION 16500 LIGHTING FIXTURES

Supply and installation of lighting points including "PVC" outlet and junction boxes, rigid and flexible medium gauge "PVC" conduits (except where specified otherwise), wires, cables, connectors... All conduits to be with threaded conduit coupling (threaded glands) between conduits and pull/junction boxes. The lighting points rates have to include wires, 85W lamps and all related accessories from feeding distribution boards, ground continuity conductors from ground terminals in DP to all lighting point, and all related accessories, as specified and shown on drawings and to the satisfaction of the engineer.

C	Interior Lighting Outlet Point	10	No
D	Wall Mounted Lighting Fixture for toilet	5	No

ELECTRICAL MANHOLES

Supply and installation of concrete Manhole including excavation, concreting, backfilling, plastering, waterproofing, cast iron or ductile iron frame and cover (load rating in accordance with location of manhole), complete with accessories as shown on the drawings and described in the specifications.

Approved cast iron cover: O.K., Pont a Mousson or equal

E	Electrical Manholes	3	No
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Section 3b: Related Services

Further to the Scope of Works in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	☒ DAP, Delivery at Place At least 21 days demurrage
Exact Address of Delivery/Installation Location	Bar Elias, Bekaa, Lebanon
Delivery Date	Three (3) months from contract signature date.
Inspection upon delivery	Refer to Section 3a – Scope of Works
Installation Requirements	Refer to Section 3a – Scope of Works
Testing Requirements	Refer to Section 3a – Scope of Works
Commissioning	Refer to Section 3a – Scope of Works
Technical Support Requirements	Refer to Section 3a – Scope of Works
Payment Terms	The payment currency is USD, and the payment will be made as follows: First Payment: 25% upon completion of 25% of works (as per the approved work plan and upon validation from the supervising engineer); Second Payment: 45% upon completion of 70% of works (as per the approved work plan and upon validation from the supervising engineer); Final Payment: 30% upon completion of all works (upon validation from the supervising engineer). Within thirty (30) calendar days after the date of the satisfactory certificate of completion for the respective installation works and Testing and Acceptance issued by the UNDP assigned entity.
Conditions for Release of Payment	☒ Successful Completion of Requested Works ☒ Testing ☒ UNDP Acceptance
After-sale services required	☒ Technical Support
All documentations, including catalogs, instructions and operating manuals, shall be in this language	☒ English

Section 4: Bid Submission Form²

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

Insert: Location

Insert: Date

To: Luca Renda, Country Director

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **Provision of Civil Works to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa** in accordance with your Invitation to Bid dated **April 18, 2016**. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

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

We agree to abide by this Bid for 120 days.

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

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

We remain,

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.



Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

A handwritten signature in dark ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

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

Bidder Information Form³

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

ITB No.: LEB/CO ITB/85/16

Page _____ of _____ pages

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

³ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



14. Attached are copies of original documents of:

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



Joint Venture Partner Information Form (if Registered)⁴

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

ITB No.: LEB/CO ITB/85/16

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1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> ☐ All eligibility document requirements listed in the Data Sheet ☐ Articles of Incorporation or Registration of firm named in 2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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

Section 6: Technical Bid Form⁵

Provision of Civil Works to undertake site infrastructure works and the construction of 5 new vegetable shop units at the Public market in Bar Elias, Bekaa
Reference: LEB/CO ITB/85/16

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

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

⁵ Technical Bids not submitted in this format may be rejected.

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

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

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

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

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

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

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

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

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

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

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

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

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

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

A handwritten signature in black ink, consisting of a stylized 'F' followed by a large, sweeping 'B'.

SECTION 3: PERSONNEL

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

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

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

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed



Section 7: Price Schedule Form⁶

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

The format of the BOQs should be used in preparing the Price Schedule.

The price of civil works shall be quoted as a total lump sum for the construction of the civil works.

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.



Section 8: Contract

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 Scope of Works and BOQs [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 meeting⁷ [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]

⁷ 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.



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 Payment⁸

- 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>MILESTONE</u> ⁹	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of Contract		.././....
.....		.././....
Upon substantial completion of Works		.././....
Upon final completion of Works		.././....

⁸ 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.

⁹ In the case of advance payments, the amount should not exceed 15%.



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.
- 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.¹⁰

[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.

¹⁰ In the case of advance payments, the amount should not exceed 15%.

4. Special conditions¹¹

- 4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee ¹²for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹³
- 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.¹⁴ Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.
- 4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT -PERCENTAGE OF THE TOTAL ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND]**.¹⁵
- 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 USD 20,000.00.
- 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

¹¹ 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.

¹² If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

¹³ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant.

¹⁴ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

¹⁵ 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.



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]

_____ [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.

Notifications

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

For the UNDP:

Luca Renda
UNDP Country Director
United Nations Development Programme

Arab African International Bank Building
Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491

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

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



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

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



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.

