

United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الانمائي/ برنامج مساعدة الشعب الفلسطيني



50
YEARS

Empowered lives. Resilient nations.

Maintenance Work Order

Date: 01 August 2016

Page 1 of 3

| TO CONTRACTOR : M/s Contracting Company Jerusalem Tel: 02- Fax: 02- Email: Attn: | | MAINTENANCE WORK ORDER (MWO) THIS MAINTENANCE WORK ORDER (MWO) MAY ONLY BE ACCEPTED BY THE CONTRACTOR'S SIGNING AND RETURNING AN ACKNOWLEDGEMENT COPY OF IT OR BY TIMELY DELIVERY OF THE WORKS AS HEREIN SPECIFIED. ACCEPTANCE OF THIS MWO SHALL EFFECT A CONTRACT BETWEEN THE PARTIES UNDER WHICH THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNING SOLELY BY THE TERMS AND CONDITIONS OF THIS MWO, INCLUDING THE GENERAL CONDITIONS ATTACHED, AND AGREED ATTACHMENTS. IF ANY (HEREINAFTER COLLECTIVELY REFERRED TO AS "THIS CONTRACT"). NO ADDITIONAL OR INCONSISTENT PROVISION PROPOSED BY THE CONTRACTOR SHALL BIND THE UNITED NATIONS UNLESS AGREED TO IN WRITING BY A DULY AUTHORIZED OFFICIAL OF THE UNITED NATIONS DEVELOPMENT PROGRAMME | | | Maintenance Work Order No. 2016/06/..... |
|--|------------------------------------|---|----------|----------------|---|
| Delivery / Location : Within (2) Calendar Days at UNDP main building | | | | | Payment Terms: 30 Days Net |
| ITEM | DESCRIPTION | Unit | QUANTITY | UNIT PRICE ILS | TOTAL PRICE ILS |
| 1 | MTL. 5 | No | 5 | | |
| 2 | Supply and install ... | M ² | 20 | | |
| 3 | Direct Supply of un-skilled labour | Hour | 5 | | |
| 4 | | | | | |
| | Total in ILS, VAT excluded | | | | |

The Contractor and UNDP 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:

- Long Term Agreement – Ref. No. ITB-2016-94 dated xxxx;
- Invitation to Bid – Ref. No. ITB-2016-94 dated xxxx;
- The pre-bid meeting minutes dated xxx;
- As per the Contractor's bid dated xxxx; and,
- Defects Log.

FOCAL POINT FOR MAINTENANCE WORK ORDER:

XXX, Director of Works

Tel:

| | |
|--|---|
| This MWO is subject to UNDP General Terms and Conditions for Works | Authorized Signature Khaled Shahwan Deputy Special Representative (Operations) - UNDP/PAPP |
|--|---|

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Page 2 of 3

Fax:
Mobile:
E-mail:.....@undp.org

DELIVERY PERIOD :

Within 2 calendar days from the date of acceptance and duly signing this Maintenance Works Order by the Contractor.

MAINTENANCE WARRANTY : (in case works value > USD50,000)

Within (7) calendar days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the Contractor shall, at its own cost and expense, furnish to the UNDP a Maintenance Warranty in an amount equal to (5%) of the Maintenance Works Order Price. The Maintenance Guarantee shall be valid until the end of the Warranty Period. UNDP may retain an amount equal to (5%) of the PO Price instead.

WARRANTY PERIOD :

For a period of 12 months from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the Contractor shall warrant that works and supplied materials/equipment shall be free from defects in design, manufacturing, materials and workmanship.

In the event that any defect is uncovered or arise in the normal course of usage within the Warranty Period, the UNDP shall promptly notify the Contractor, in writing, of the nature of the defect. The Contractor shall be entitled to inspect the defect and, assuming that the defect is covered by the Warranty and that the UNDP notified the Contractor of the defect within the Warranty Period, the Parties shall then agree upon a reasonable time frame within which the Contractor shall remedy the defect either by repair or ship replacements. If the Contractor does not repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee.

PAYMENT TERMS :

The final price of this Maintenance Works Order 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 Director of Works and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever. Payments will be against bank transfers within 30 working days net from the date of acceptance of payment request.

LIQUIDATED DAMAGES :

If, within 12 months after the works/ goods/ system have been put into service, any defects are discovered or arise in the normal course of usage, the Contractor shall remedy the defect either by replacement or by repair; If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Maintenance Guarantee or Performance Guarantee.

This MWO is subject to UNDP General Terms and Conditions for Works

Authorized Signature

Khaled Shahwan
Deputy Special Representative
(Operations) - UNDP/PAPP

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Page 3 of 3

UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination by UNDP (except for breach of contract), no payment shall be due from UNDP to the Contractor except for delivered goods satisfactorily accepted and in conformity with the express terms of this Maintenance Work Order. The Contractor shall take immediate steps to terminate the works and services in a prompt and orderly manner and to minimize losses and further expenditures.

This order is subject to UNDP General Conditions of Contract For Works available at <http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>, which can also be provided upon request.

IMPORTANT: All shipments, invoices and correspondence must show MAINTENANCE WORK ORDER NUMBER.

Please acknowledge receipt of this Maintenance Work Order, acceptance of the Terms and Conditions, and delivery date by signing below.

Acknowledgement:

_____ (signature and Contractor stamp)

This MWO is subject to UNDP General Terms and Conditions for Works

Authorized Signature

Khaled Shahwan
Deputy Special Representative
(Operations) - UNDP/PAPP