



INVITATION FOR PRE-QUALIFICATION OF BIDDERS FOR DEMOLITION AND CONSTRUCTION WORKS CONTRACT FOR UN OFFICES IN HA NOI, VIET NAM

(THE GREEN ONE UN HOUSE)

1.0 INTRODUCTION

The purpose of this Invitation is to identify a shortlist of pre-qualified Bidders who will be invited to tender for the Demolition and Construction Works of the new UN offices in Ha Noi, Viet Nam (called 'Green One UN House').

2.0 PROJECT DESCRIPTION

2.1 Introduction

The establishment of the Green One UN House is a joint endeavour of Government of Viet Nam, UN Country Team (UNCT) and the donor community under the implementation framework of One UN in Viet Nam. This pre-qualification stage in the procurement process identifies vendors who meet the mandatory criteria and have the appropriate skills and capacity to undertake the work; those pre-qualified will be invited to bid for the actual demolition and construction works, which will be carried out under the UNDP General Conditions of Contract for Construction Works¹

2.2 The Users

In addition to the UN Resident Coordinator and his office, there are 16 organizations who will be accommodated in the new Green One UN House:

- United Nations Development Programme (UNDP)
- United Nations Children's Fund (UNICEF)
- United Nations Population Fund (UNFPA)
- Food and Agriculture Organization (FAO)
- International Labour Organization (ILO)
- International Fund for Agriculture Development (IFAD)
- Joint United Nations Programme on HIV/AIDS (UNAIDS)

¹ A copy of these General Conditions of Contract is attached as Annex 1 to this invitation for information purposes. Further information about the UNDP Procurement process may be found at the UNDP website: <http://www.undp.org/procurement/index.shtml>

- United Nations Human Settlements Programme (UN HABITAT)
- United Nations High Commissioner for Refugees (UNHCR)
- United Nations Industrial Development Organization (UNIDO)
- United Nations Entity for Gender Equality and the Empowerment of Women (UNWOMEN)
- United Nations Office on Drugs and Crime (UNODC)
- World Health Organization (WHO)
- United Nations Volunteers (UNV)
- United Nations Department of Safety and Security (UNDSS) as well as the associated international organisation of:
- International Organization for Migration (IOM)

Currently these 16 organizations are housed in 11 different locations in Ha Noi.

The UN Country Team in Viet Nam (UNCT) has agreed to appoint UNDP as the Managing Agent for the project.

2.3 User Requirement

The UN in Viet Nam has an indicative space requirement of approximately 7,250m² and 520 m² GFA (Gross Floor Area) of Main Building and Entry Building respectively to accommodate 440 office staff plus 29 drivers. The UN further requires that the building be “green”, meaning that it:

- is energy efficient
- is water efficient
- maximises natural day lighting
- maximises useable areas
- minimises heat loads
- generates renewable energy via photovoltaic panels
- minimizes embodied energy of materials;
- minimizes waste; and
- minimizes emissions which cause pollution and reduce indoor environmental quality.

2.4 Green Building Certification

The Green One UN House must achieve and demonstrate a high standard of environmental sustainability. As such, the project will be a pilot for, and seek formal certification under, the LOTUS green buildings rating tool developed by the Viet Nam Green Buildings Council (VGBC). The VGBC has been endorsed by the World Green Building Council (WGBC) as an emerging GBC. For details see the VGBC’s website: <http://www.vgbc.org.vn>

2.5 Project Site

The Prime Minister of the Socialist Republic of Viet Nam has kindly granted approval for the renovation and extension of the existing United Nations Apartment Building

(UNAB) to create the Green One UN House. The UNAB was built approximately 15 years ago and is located at 304 Kim Ma St, 2E Van Phuc Compound, Ha Noi.

The existing UNAB is a 6-storey building. Total area is approximately 4,355m². As mentioned above, approximately 7,250 m² and 520 m² are required for Main Building and Entry Building for the Green One UN House; therefore approximately 3,500m² of new space needs to be constructed. The existing concrete structure of the UNAB will be retained (and extended) but the façade, all building services and interior fit out and landscape will be demolished.

Visits to the project site and drawings of the existing building will not be provided as part of the pre-qualification process but will be arranged for the Bidders who are short-listed as a result of the pre-qualification process and who are invited to respond to the Invitation to Bid (ITB) for the demolition and construction works.

2.6 Timeframe and Budget

It is currently anticipated that Invitations to Bid (ITB) will be called sometime in December 2011 to tender for the demolition and construction works contract.

The Commencement Date and Completion Date of the Project will be as follows:

- Commencement Date: March 2012
- Construction period: 12 months
- Completion Date: March 2013

In accordance with UNDP procurement policy, the project budget for the demolition and construction works contract cannot be specified.

2.7 Project Monitoring and Progress Control

The Project will be managed by a Project Board comprising UN Heads of Agencies and Government representatives. Day-to-day management, including administration of the design and civil works contracts, will be undertaken by the Project Manager who is a UNDP staff member.

Independent Consultants (Supervision, Design and Quantity Surveying) are responsible for among others, monitoring construction progress and evaluating payment claims.

2.8 Scope of Work

Scope of works includes demolition of parts of the existing building and the construction of extensions to the building.

Demolition works include:

- Demolition of all of the existing buildings around the main building including but not limited to the pool house and guard booth;
- Removal of all existing above and below ground site infrastructure including the swimming pool, water tank and septic tank;
- Demolition within the main building of all floor, wall and ceiling treatments, plumbing cabling etc.;
- Removal of existing topsoil in line with LOTUS requirements;
- Storage of brick from existing partition walls as required for construction of retaining walls for new landscaping;
- Sorting and recycling of other demolition waste in line with the requirements of the LOTUS certification system;
- Disconnection, removal and storage of existing back-up generator for recycling/sale;
- Re-use and storage of demolished materials.

Sample pictures of existing building:



Construction of new building includes (with LOTUS requirements):

- New Piling;
- Construction of new structural, architectural and landscape works, including ballistic resistant glazing;
- Construction of mechanical, electrical and plumbing works, including photovoltaic panels over the roof and integrated systems;
- Provision and installation of joinery and fixed furniture in line with the plans;
- Implement required site safety and environmental management plans for the works;
- Fully commission all building systems;
- Undertake a 12-month commissioning building tuning period including minimum quarterly reviews and a final re-commissioning after 12 months of operation;
- Provide prices for ongoing maintenance of the building services (not funded from the building budget but from the operating budget under a MoU between the participating UN organisations);
- Transfer information and documentation to the Facility Manager in the form of Building Manual containing as-built documentation and commissioning reports in accordance with the scope of work document found at http://www.undp.org/unhouse/documents/Building%20Manual_30Jun08.doc; and
- Provide comprehensive training to UN staff in operation and maintenance of the systems.

Sample picture of new building:



2.9 Organisation of Contractor

The Construction Team must include:

- Project Manager who has proficient English communication skills;
- Technical Staff who have correct and sufficient qualifications for executing the work;
- Sufficient equipment available to complete the works as per the contract programme;
- Health, safety and environment systems;
- Planning and organisational skills;
- Method statements and business licences to complete all aspects of the project (both for Demolition and Construction works);
- The ability to raise insurance covering contractors' risk, third-party liability, equipment and labour.

Bidders must demonstrate capacity to form a team which is capable of completing all the works. It is accepted that in order to have expertise across the breadth of works, the Bidder may comprise a team of firms. Whilst consortia are welcome to apply, kindly note that UNDP will contract with a managing organization submitting the bid (or its' authorised party indicated in the bid).

In the case of application for pre-qualification by a consortium, the consortium must submit together with their application for pre-qualification, a letter of agreement signed by authorized representatives of all parties indicating:

- (i) who will sign the contract with UNDP;
- (ii) who is responsible for the receipt of the payments; and
- (iii) statement that none of the consortium members will hold UNDP liable for any dispute among the members.
- (iv) Apportionment of scope of work and responsibility among consortium members as reflected in FORM 3.

If your company/organization does not currently have a local representative or office in Viet Nam, attach a letter to your pre-qualification submission confirming that your company/organization will include local representation should it be requested to respond to an ITB process. Include details of how local representation will be included, for example: through partnering with a locally based company or opening a locally based office.

Bidders are required to familiarize themselves and comply with the relevant Vietnamese laws, regulations, business environment and practices including formal approvals processes throughout the Contract period.

Kindly note, in accordance with the Law on Construction in Viet Nam, companies undertaking construction in Viet Nam must have the appropriate Business Registration to practice the Services. Such registration is not required to be provided for pre-

qualification but will be required of the successful bidder following evaluation of the detailed Bid in the ITB stage.

In the event of a pre-qualification submission by an association of more than one company, any pre-qualification will apply to that association only as contained in the pre-qualification submission.

3.0 PRE-QUALIFICATION CRITERIA

3.1 Mandatory Criteria

In order to be considered eligible for pre-qualification, Bidders must satisfy the following mandatory criteria:

Legal Status

Bidders must provide copies of completed business registration documents in the country of the firm's origin / operation, duly translated to the English language where needed [Form 02]. Bidders must demonstrate that they are capable of undertaking the work by presenting their Vietnamese Business Licence (or written confirmation from the bidders that they will submit such papers within three weeks after being informed that they are successful bidders). The Vietnamese Business Licence shall confirm the disciplines they are able to practice in Viet Nam.

Absence of any conflict of interest

Bidders must provide a signed conflict of interest statement using the template provided in this invitation [Form 02]. Firms whose Board Members, principals, key personnel and team members expect to be deployed to the project if awarded the contract, who are related by blood or have affinity to the officials of the UN directly involved in the project, or who have access to confidential information related to the project and bidding, are automatically disqualified from the pre-qualification process.

Local Representation

If Bidder or consortium does not currently have a local representative or office in Viet Nam, attach a letter confirming that your firm / consortium will include local representation should it be requested to respond to a detailed ITB at the next stage of the procurement process. Include details of how local representation will be included, for example through partnering with a locally based company (included in the pre-qualification submission) or opening a locally based office.

Experience in similar work

Bidders must provide records of similar construction projects in the pre-qualification submission [Form 04].

Confirmation of engaging the same team

Bidders must provide written confirmation in their pre-qualification submission, that the firms/organizations' structure and association proposed at the pre-qualification stage will be maintained in the actual ITB and to the end of Contract if they are assessed as qualified to bid for this project. Alterations to the firms/organizations' structure and association can only be made following approval in writing from the UNDP.²

Company and Project Insurances

Bidders must demonstrate that they have the ability to secure the appropriate level of insurance cover for the project. This shall be done by providing copies of general insurances and examples of project insurances for similar projects. This shall include providing copies of the following:

- Professional Indemnity Insurance
- Public Liability Insurance
- Employers Liability Insurance

Bidders should also confirm what additional security they could provide in the form of Parent Company Guarantees and Performance Bonds.

By the term “mandatory criteria”, it is implied that any Bidder unable to provide any of the above requirements is automatically disqualified. To demonstrate your compliance with the mandatory criteria, please refer Returnable Schedules/Pre-qualification Submission Check List, Forms 01 to 04.

3.2 Assessable Criteria

Bidders who are considered to meet the mandatory criteria will then be assessed against the following assessable criteria as demonstrated in the responses provided in Returnable Schedules, Forms 04 - 08:

- Financial capability to initiate and complete the project;
- Experience and track record in undertaking projects of a similar size and nature, specifically Construction work and all related activities;
- Technical capability;
- International recognition, standards and principles, including participation in the UN Global Compact (www.unglobalcompact.org).

² Pre-qualified Bidders will later be asked in the Invitation to Bid (ITB) stage, to provide written confirmation that they will engage the same key staff and major sub-contractors as proposed in their ITB submission through to the end of the Contract (including defect liability period) if they are selected for this project. Alterations to the key staff and major sub-contractors can only be made following approval in writing from the UNDP.

The assessable criteria are summarised below with a detailed breakdowns provided following.

	Summary Evaluation Criteria	Available Points
1	Financial Capacity	300
2	Experience and track record in undertaking projects of a similar size and nature	250
3	Technical Capability	350
4	International recognition and certification of quality of products/services/processes	100
	Total available points	1000

Threshold for qualified firms: Bidders obtaining minimum 70% total available points will be short listed for participating in the Invitation to Bid (ITB) for demolition and construction of the Green One UN House in Viet Nam.

Financial Capability

NO	DESCRIPTION	MAXIMUM POINTS	CRITERIA FOR APPLICANT AS A WHOLE OR INDEPENDENT	MAX POINT	Where Bidders can provide this information
1	FINANCIAL CAPABILITY	300			Form 05
1.1	Paid up Capital	40	Less than US\$ 2.5 million	10	
			US\$ 2.5 million to 5.0 million	25	
			> US\$ 5.0 million	40	
1.2	Average Annual Turnover of 3 consecutive previous years	40	Less than US\$ 25.0 million	10	
			US\$ 25.0 million to 35.0 million	25	
			> US\$ 35.0 million	40	
1.3	Gearing Ratio $= \frac{\text{Long Term Liabilities}}{\text{Equity Shareholders' Funds}}$	60	More than 1.5	0	
			1 to 1.5	20	
			> 0.8 to 1	40	
			Less than 0.8	60	
1.4	Current Ratio $= \frac{\text{Current Assets}}{\text{Current Liabilities}}$	60	Less than 1	0	
			1 to 3	40	
			More than 3	60	
1.5	Quick Ratio $= \frac{\text{Quick Assets (*)}}{\text{Current Liabilities}}$	60	Less than 0.5	10	
			0.5 to 1.5	40	
			More than 1.5	60	
1.6	Credit Facilities (Limit)	40	Less than 5.0 million US\$	0	
			5.0 million to 10.0 million US\$	25	
			> 10.0 million US\$	40	

Note. Use exchange rate of 1 USD = 20,955 VND if Bidder's financial statement is in VND.

(*): Quick Assets = Current Assets (minus) Inventory

Experience

NO	DESCRIPTION	MAXIMUM POINTS	CRITERIA FOR APPLICANT AS A WHOLE OR INDEPENDENT	MAX POINT	Where Bidders can provide this information
2	BIDDER'S EXPERIENCE	250			Form 04
2.1	Provide examples of completed relevant projects in scope	60	1 relevant project	20	
			2 -3 relevant projects	50	
			More than 3 relevant projects, or including one relevant project in Viet Nam.	60	
2.2	Current similar building project	60	Less than US\$ 20.0 million	20	
			US\$ 20.0 million to 30.0 million	50	
			> US\$ 30.0 million, or including one relevant project in Viet Nam	60	
2.3	Bidder already established in Viet Nam or Joint Venture with a Company already established in Viet Nam	50	No	0	Form 03
			Yes	50	Form 03
2.4	Provide examples of relevant projects working with International Organizations / Developers	30	No experience	0	
			1 to 3 relevant projects	20	
			More than 3 relevant projects	30	
2.5	Provide examples of relevant projects with UN or embassies	30	No experience	0	
			1 to 3 relevant projects	20	
			More than 3 relevant projects	30	
2.6	Provide examples of relevant projects with recognized 'Green' certification (e.g. GreenStar, LEED, BREEAM).	20	No experience	0	
			1 relevant project.	10	
			More than 1 relevant project.	20	

A relevant project shall be defined as follows:

- Value in excess of 8 million USD;
- Includes construction of Multi Storey Buildings;
- Includes internal fit out of such building;
- Includes integrated systems for HVAC, Electrical, and Building Management.

Technical Capability

NO	DESCRIPTION	MAXIMUM POINTS	CRITERIA FOR APPLICANT AS A WHOLE OR INDEPENDENT	MAX POINT	Where Bidders can provide this information
3	TECHNICAL CAPABILITIES	350			Form 06
3.1	Years of establishment of the Managing Organization	40	1 to 5 years	10	Form 03
			5 to 10 years	30	
			More than 10 years	40	
3.2	Years of establishment of the Managing Organization in Viet Nam	10	Less than 1 year	0	Form 03
			More than 1 year	10	
3.3	Long term staff (equivalent or more than one year contract) of the Company / Consortium	80	Less than 100	30	Form 06
			100 to 200 staff	60	
			More than 200 staff	80	
3.4	Qualification of long term staff (equivalent or more than one year contract) of the Company / Consortium. Details to be provided	80	Less than 80 skilled workers with degree or occupational qualification that demonstrates competence in their role for this project	30	Form 06
			80 to 160 skilled workers with degree or occupational qualification that demonstrates competence in their role for this project	60	
			More than 160 skilled workers with degree or occupational qualification that demonstrates competence in their role for this project	80	
3.5	Proportion between direct and subcontracted labour	40	Less than 20% of available labour resource is directly employed by the Company/ Consortium	5	
			20 % to 50% of available labour is directly employed by the Company / Consortium	25	
			More than 50% of available labour resource is directly employed by the Company / Consortium	40	

3.6	Purchase Value of large plant and equipment owned by the Company / Consortium that is relevant to the project. (*)	50	Less than 500,000 US\$	10	
			500,000 – 1,000,000 US\$	30	
			More than 1,000,000 US\$	50	
3.7	Health and Safety Procedures - Procedure proposed by the Firm or Managing Organization (**)	50	None	0	
			Partly complies with local regulations and standards	10	
			Fully complies with local regulations and standards	40	
			Fully complies with local regulations and standards and has ISO certification, or other relevant international certification, in Health and Safety	50	

Notes

(*) Details to be provided

(**) The following legal documentation can be referred to for adherence to the local Health and Safety Standards:

- Decree 110-2002/ND-CP stipulating modification of Decree 06-1995 on Safety and Health measures
- Decree 06-1995 on Safety and Health measures
- Circular 01-2011/TTLT-BLDTBXH-BYT detailing two Decrees above.
- Circular 03-1994/TTLB-BLDTBXH-BYT stipulating prohibited works for women.
- Circular 09-1995/TTLB-BLDTBXH-BYT stipulating prohibited works for immature people.

International recognition, and certification of quality of processes, and of construction.

NO	DESCRIPTION	MAXIMUM POINT	CRITERIA FOR APPLICANT AS A WHOLE OR INDEPENDENT	MAX POINT	Where Bidders can provide this information
4	International recognition, and certification of quality of processes, and of construction.	100			Form 07
4.1	Is the Bidder certified to ISO9001, ISO 14001 or other relevant (international) standards?	40	No	0	
			Bidder's own standard	20	Form 08
			Certified to ISO9001, ISO 14001 or other relevant international standards	40	
4.2	Has the Bidder received any industry awards for its' projects?	20	No	0	
			Awards by Construction Association / Industry Bodies	10	
			Additional awards from Independent Bodies	20	
4.3	Is the Bidder a member of a professional body (such as Contractor association, chartered institute, industry council or federation)?	20	No	0	
			Yes, Local/ national professional organization	10	
			Yes, International professional organization	20	
4.4	Has the Bidder signed up to the Global Compact?	20	No	0	
			Yes	20	

4.0 SUBMISSION OF PRE-QUALIFICATION DOCUMENTS

4.1 Manner of Submission of Pre-Qualification Documents

4.1.1 What to submit

All Bidders who are interested to apply for pre-qualification must submit the documents as specified in the check list (page 19, 20).

It is mandatory that submissions are made in the form provided in the Returnable Schedules, Forms 01 - 08. Any supporting documents and brochures should be referenced in the relevant Returnable Schedule and may be provided as annexes to the Returnable Schedules.

Information which the Bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

For requirements in the above list that the Bidder applying for pre-qualification cannot adhere to, a thorough and justifiable explanation duly signed by the firm should be supplied, for the due consideration of the evaluation panel.

Any omission, non-compliance or inconsistency of submitted documents against the aforementioned mandatory requirements shall automatically mean disqualification from the pre-qualification process.

If, after having submitted all of the above requirements, a Bidder realizes any form of shortcomings or inadequacy in the documents submitted and decides to submit them as supplementary information without UNDP asking for them, UNDP cannot in any way be obliged to accept such supplementary information that the firm may voluntarily supply to augment the shortcomings, or improve the completeness of the documents submitted.

Preliminary examination

The UNDP will examine the submissions to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, legal documents are provided and whether the submissions are generally in order.

At preliminary review of all submissions, if UNDP observes that Bidders, by oversight, did not provide any of the documents, which do not affect the substance of the submission, UNDP will provide Bidders a chance to supplement them within 3 days after UNDP notifies bidders of such missing documents.

4.1.2 When to submit

The closing date and time for applications for pre-qualification is:

23 November 2011, 16:00hrs Viet Nam time

All applications for pre-qualification must be delivered to the following address on or before this date and time. Applications for Pre-qualification received after the above deadline will not be considered.

4.1.3 How to submit

Applications for pre-qualification will be accepted only electronically by email as follows:

To: UNhouse.technical.vn@undp.org in '.pdf' format. Email size limitation (including all attachments) is 9MB per email.

with the following written in the subject line: {Name of company} "Application for Demolition & Construction of the Green One UN House in Ha Noi"

4.2 How to seek clarifications

Bidders wishing to seek clarifications with respect to this Invitation for Pre-qualification should send their request in writing to:

To: procurement.vn@undp.org

with the following written in the subject line: "Invitation for Pre-qualification of Demolition & Construction Works for the Green One UN House in Ha Noi".

Requests for clarification must be submitted to the above email address no later than **16:00hrs (Viet Nam time) on Wednesday 16 November 2011**. UNDP will provide responses to requests for clarification in the form of formal addenda which will be posted on the UNDP website:

<http://www.undp.org.vn/get-involved/undp-opportunities/>

These addenda will include a copy of the request for clarification but will not identify the source of the inquiry.

Bidders are responsible for checking the UNDP website (www.undp.org.vn) for any addenda and updated deadline to this Invitation for Pre-qualification. UNDP reserves the right to post addenda up to 24 hours before the closing date/time for submissions. Hence Bidders are advised to check the UNDP website frequently prior to submitting their pre-qualification documents.

4.3 Further Verifications

After reviewing and evaluating the pre-qualification documents against the evaluation criteria set out at Section 3.1 above, the UNDP reserves the right to further examine the competence and background of the Bidders by undertaking further verifications on the validity and veracity of data and/or information contained in the documents received, through means that the UNDP may deem necessary, including, but not be limited to, the following:

- Conducting background or character reference checks with previous clients, creditors, or other authorities with proper jurisdiction on the Bidders, without the need of the permission of the firm;
- Unannounced visits to, and on-site inspections of, the supplier's plant, office, facilities, or site of on going works of the Bidders, including those of their major sub-contractors.

If the results of further verification show that Bidders provided misleading data or information in the pre-qualification submission documents, these Bidders will be disqualified.

In the course of conducting such further verifications, the Bidder's reputation, credibility, environmental consciousness and degree of social responsibility shall be assessed in accordance with the standards of the UN Global Compact. Notwithstanding the aspirational character of the principles contained in the UN Global Compact, all parties interested to apply for pre-qualification must understand that if they are awarded the contract, the UN reserves the right to conduct an ethical audit and enforce compliance of UN Contractors on such principles.

4.4 Notification of the Status of Pre-Qualification

Notice of the status and result of pre-qualification shall be made in writing and transmitted by email on or before 09 December 2011.

4.5 Responsibilities of the Parties

Bidders submitting applications for pre-qualification shall be responsible for the following:

- Bearing of all costs associated with the preparation and submission of the pre-qualification documents; and
- Taking the necessary steps to carefully examine and interpret the contents of the set of pre-qualification documents, including their detailed ramifications and implications.

The UN, on the other hand, shall have no liability whatsoever for any failure on the part of the firm, or any error the firm may commit in complying with or interpreting this document, or for the rejection of the application for pre-qualification on account of such failure, error or other cause.

The UN assumes no obligation or responsibility whatsoever to compensate or indemnify the Bidders for any expenses or losses that might be incurred in the preparation of their pre-qualification documents, regardless of the outcome. The UN neither guarantees that an award of the contract, or confirmation of pre-qualification, shall be made during this activity.

RETURNABLE SCHEDULES

PRE-QUALIFICATION SUBMISSION CHECK LIST

	Completed copy of this Pre-Qualification Submission Check List.	<input type="checkbox"/> Mandatory
Form 01	Letter of Intent to Apply for Pre-qualification.	<input type="checkbox"/> Mandatory
Form 02	Copies of completed business registration documents in the country of the firm's origin / operation, duly translated to the English language where needed.	<input type="checkbox"/> Mandatory
Form 02	Vietnamese Business Licence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 02	Written confirmation that Vietnamese Business Licence will be submitted within three weeks of being informed as the successful bidder.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 02	Signed conflict of interest statement using the template provided in this invitation.	<input type="checkbox"/> Mandatory
Form 03	Company Information.	<input type="checkbox"/> Mandatory
Form 03	<p>Signed letter of agreement between consortium members indicating:</p> <p>(i) who will sign the contract with UNDP;</p> <p>(ii) who is responsible for the receipt of the payments; and</p> <p>(iii) statement that none of the consortium members will hold UNDP liable for any dispute among the members.</p> <p>(iv) Apportionment of scope of work and responsibility among consortium members as reflected in FORM 03.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Form 03	Letter confirming that company / consortium will include local representation, if it does not already, should it be requested to respond to a detailed ITB at the next stage of the procurement process. (Include details of how local representation will be included).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Form 04	Records of similar construction projects.	<input type="checkbox"/> Mandatory
Form 02	Written confirmation that the company / organizations' structure and association proposed at the pre-qualification stage will be maintained in the actual ITB, and to the end of Contract if they are assessed as qualified to bid for this project.	<input type="checkbox"/> Mandatory
Form 02	Copies of general insurances, and examples of project insurances for similar projects.	<input type="checkbox"/> Mandatory
Form 02	Information on additional security that could be provided in the form of Parent Company Guarantees and Performance Bonds.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 02	Details of any pending Legal Proceedings.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Form 05	Financial Capability.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 05	Latest Audited Financial Statement.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 06	Technical Capability and associated details.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 07	International Recognition, Standards and Principles.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 07	Evidence of participation in the UN Global Compact.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 08	Company Brochure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 08	Client References.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Form 08	Other Information.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

TEMPLATE FOR LETTER OF INTENT TO APPLY FOR PRE-QUALIFICATION

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FORM 02

COMPLIANCE WITH MANDATORY CRITERIA

1. LEGAL STATUS

Attach as Annex 1:

Certified true copies of completed registration documents with the country of the Bidders' origin / operation, duly translated into the English language where needed. This may include, but is not limited to the following:

- a) Securities and Exchange Commission Registration Papers including Articles of Incorporation, or any other such document from equivalent institutions in the Bidder's country;
- b) Trade registration papers as issued by the Ministry in the Bidder's country of origin;
- c) Local permits to establish its office or operate its business in the current location of the Bidder;
- d) Tax Declaration Certificates or Tax Exemption Certificate, whichever is appropriate to the Bidder;
- e) All appropriate licenses to practice the Bidders' profession, or as a standard requirement in the industry/field of practice.
- f) If the Bidder is based in a foreign country and has a branch operating in Viet Nam, the corresponding licenses to operate the business and maintain an office in Viet Nam should also be submitted. The same shall apply for foreign Bidders who may not be officially operating in Viet Nam, but who have appointed a local representative company in Viet Nam.
- g) If the bidder does not have an established presence in Viet Nam, or an appointed local representative company in Viet Nam, a written confirmation must be submitted that such licences to operate the business and maintain an office in Viet Nam will be provided within three weeks after being informed that they are the successful bidder.
- h) If the applicant for pre-qualification is not a Corporation, or is unable to provide documentation that are only required of corporations, then they are encouraged to explain and provide equivalent documents that are required for this type of entity.

- i) Company and Project Insurances

Attach as Annex 2:

Details of any Pending Legal Proceedings

2. CONFLICT OF INTEREST STATEMENT

Attach as Annex 3:

Complete a Declaration for No Conflict of Interest signed by the President, CEO, Chairman or Director of the Bidders in the form provided overleaf.

3. CONFIRMATION OF ENGAGING THE SAME TEAM

Attach as Annex 4:

Bidders must provide written confirmation in their pre-qualification submission, that the firms/organizations' structure and association proposed at the pre-qualification stage will be maintained in the actual ITB and to the end of Contract if they are assessed as qualified to bid for this project. Alterations to the firms/organizations' structure and association can only be made following approval in writing from the UNDP.

TEMPLATE FOR DECLARATION OF NO CONFLICT OF INTEREST

(To be printed on the Official Letterhead of the Company)

Date

Mr Barnaby Jones

Deputy Country Director (Operations)

United Nations Development Programme

25-29 Phan Boi Chau, Ha Noi, Viet Nam

Dear Mr Jones,

SUBJECT: PRE-QUALIFICATION FOR DEMOLITION & CONSTRUCTION WORKS FOR UN OFFICES IN HA NOI, VIET NAM (GREEN ONE UN HOUSE).

I hereby certify that there is no actual or potential conflict of interest or unfair advantage at this time, in _____ *(Company Name)* _____ applying for pre-qualification or performing the services required for the Demolition and Construction works for the Green One UN House project in Viet Nam.

In providing this application for pre-qualification, neither our company nor, to the best of my knowledge, any firms included in our submission, have any knowledge of or the ability to avail ourselves of confidential information (other than information which may have been disclosed by UNDP in the normal course of inviting applications for pre-qualification) where the confidential information would be relevant to the Services required or the pre-qualification process.

If selected, our team will not select or specify goods or services from suppliers having family members or relations with any member of the Consultant Team, having investments in any such suppliers and/or receiving any gifts, gratuities, loans or other special treatment of value to/from third parties doing business with or wishing to do business with the United Nations Green One UN House Project

Signed:

(President / CEO / Chairman / Director)

FORM 03

COMPANY INFORMATION

Attach as Annex 5:

The Purpose of this Returnable Schedule is to establish the Legal Status of the Bidder who will act as **Managing Organisation**.

1. Company History

How many years has your organisation been in business under:

(a) its present name?

(b) a former name?

if (b) state former name.

2. Organisation Type

Indicate whether organisation is: (Please tick appropriate box:)

Sole Trader	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>
Other, please specify	

If a Company, is it: (Please tick appropriate box)

Private	<input type="checkbox"/>
Public	<input type="checkbox"/>
Holding	<input type="checkbox"/>
Subsidiary	<input type="checkbox"/>
Trust Company	<input type="checkbox"/>

Country of Incorporation:

Registration No:

Date of Registration:

Registered Address:

Mailing Address:

Telephone Number:

Facsimile Number:

Telex Number:

E-mail Address:

- **Local representative (for foreign firms only)**

Name:	
Registered Address:	
Mailing Address:	
Telephone Number:	Facsimile Number:
Telex Number:	E-mail Address:

If Bidder or consortium does not currently have a local representative or office in Viet Nam, attach a letter confirming that your firm / consortium will include local representation should it be requested to respond to a detailed ITB at the next stage of the procurement process. Include details of how local representation will be included, for example through partnering with a locally based company or opening a locally based office.

- **Principals, Partners or Directors**

Name	Designation	Nationality	NRIC/Passport No

- **Persons Empowered To Act For And On Behalf Of the Firm**

Name	Designation	Nationality	NRIC/Passport No	Specimen Signature

Note: - NRIC: Number of Identity Card

- **Major Shareholders and Percentage Owned**

List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, including Members of the Governing Board, duly certified by the Corporate Secretary. (If participating firm is not a corporation, equivalent document may be submitted instead);

If a Partnership, list details of all current partners (*Provide full name and address of all partners*)

List all associated subsidiary and holding companies including trusts. Include company/business name and address.

Name of Shareholder	Nationality	% Shareholding

- **Apportionment of Scope of Work and Responsibilities**

If the Bidders are a joint-venture and/or joint operation for this Work, please indicate clearly the scope of work and responsibilities being undertaken by managing organization as well as individual partners being involved in this Work

Partner	Company Name	Scope of Work and Responsibilities
Managing Organization		
Second Partner		
Third Partner		
Etc		

- **Validity period of Partnership**

Bidders are to provide validity period of the partnership.

FORM 04**EXPERIENCE**

Attach as Annex 6:

Schedule of projects of similar size and nature completed in Viet Nam (from 2006) or in similar market conditions of **Firm/ Consortium Managing Organization**. A first priority is projects with International Organizations/Developers and United Nations/Embassy.

No.	Items	Information	Remarks
1	FIRST PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		
	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		
	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, Specify if Client is an International organisation		
2	SECOND PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		

	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		
	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, Specify if Client is an International organisation		
3	THIRD PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		
	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		
	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, specify if Client is an International organisation		
4	FURTHER INFORMATION		
	Safety record of projects above		
	Provide copy of the following insurance policies: Construction/Erection all risks Professional Liability, Public Liability, Employer Liability		

Client references should be provided where available

Schedule of Current Contracts of similar size and nature completed in Viet Nam (from 2006) or in similar market conditions of **Partner** [repeat for each Partner in the Consortium]. A first priority is projects with International Organizations/Developers and United Nations/Embassy.

No.	Items	Information	Remarks
1	FIRST PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		
	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		
	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, Specify if Client is an International organisation		
2	SECOND PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		
	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		

	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, Specify if Client is an International organisation		
3	THIRD PROJECT		
	Project Name		
	Total contract value		
	Final cost / value		
	Brief descriptions of Project, including:		
	Development type (office, apartment...)		
	Gross Floor Area		
	Project Location		
	Value of Works Done		
	Scope of Works Done		
	Contract Role / Works		
	Contract Duration		
	Approximate value of variations		
	Original Completion date		
	Actual completion date		
	Name, address and contact details of Client, specify if Client is an International organisation		
4	FURTHER INFORMATION		
	Safety record of projects above		
	Provide copy of the following insurance policies: Construction/Erection all risks Professional Liability, Public Liability, Employer Liability		

Client references should be provided, where available

FORM 05**FINANCIAL CAPABILITY**

Attach as Annex 7:

Financial Capacity of **Managing Organization**

No.	Items	Value USD	Remarks
1	FINANCIAL CAPACITY OF FIRM/ CONSORTIUM MANAGING ORGANIZATION		
1.1	Authorized Capital		
1.2	Financial Details		
1.2.1	Total Assets		
1.2.2	Total Liabilities		
1.2.3	Profit/Loss before Taxes		
1.2.4	Profit/Loss after Taxes		
2	Banker Information		
2.1	Banker Details		
2.1.1	Name		
2.1.2	Address		
2.1.3	Telephone / Facsimile		
2.1.4	Contact Name / Title		
2.2	Banker Details (2nd)		

3	Credit Facilities	Value USD	
3.1	Line of Credit 1		
3.1.1	Name of Financial Institution		
3.1.2	Type		
3.1.3	Maximum Credit (USD)		
3.1.4	Available Credit (USD)		
3.2	Line of Credit 2		
3.2.1	Name of Financial Institution		
3.2.2	Type		
3.2.3	Maximum Credit (USD)		
3.2.4	Available Credit (USD)		
3.3	Line of Credit 3		
3.3.1	Name of Financial Institution		
3.3.2	Type		
3.3.3	Maximum Credit (USD)		
3.3.4	Available Credit (USD)		

Latest (2009) Audited Financial Statement (Income Statement and Balance Sheet) together with Latest Auditor's Report, duly stamped/authenticated and received by the country's Internal Revenue Authority. If a 2010 version already exists among those Bidders that follow a fiscal year, then the 2010 version should instead be submitted. If the Bidder is not required to pay taxes because of the nature of its business or by virtue of any other exemptions, the Bidder should state so in this section of the proposal.

Financial Capacity of **Partner** [repeat for each Partner in the Consortium]

No.	Items	Value USD	Remarks
1	FINANCIAL CAPACITY OF PARTNER		
1.1	Authorized Capital		
1.2	Financial Details		
1.2.1	Total Assets		
1.2.2	Total Liabilities		
1.2.3	Profit/Loss before Taxes		
1.2.4	Profit/Loss after Taxes		
2	Banker Information		
2.1	Banker Details		
2.1.1	Name		
2.1.2	Address		
2.1.3	Telephone / Facsimile		
2.1.4	Contact Name / Title		
2.2	Banker Details (2nd)		

3	Credit Facilities	Value USD	
3.1	Line of Credit 1		
3.1.1	Name of Financial Institution		
3.1.2	Type		
3.1.3	Maximum Credit (USD)		
3.1.4	Available Credit (USD)		
3.2	Line of Credit 2		
3.2.1	Name of Financial Institution		
3.2.2	Type		
3.2.3	Maximum Credit (USD)		
3.2.4	Available Credit (USD)		
3.3	Line of Credit 3		
3.3.1	Name of Financial Institution		
3.3.2	Type		
3.3.3	Maximum Credit (USD)		
3.3.4	Available Credit (USD)		

Latest (2009) Audited Financial Statement (Income Statement and Balance Sheet) together with Latest Auditor's Report, duly stamped/authenticated and received by the country's Internal Revenue Authority. If a 2010 version already exists among those Bidders that follow a fiscal year, then the 2010 version should instead be submitted. If the Bidder is not required to pay taxes because of the nature of its business or by virtue of any other exemptions, the Bidder should state so in this section of the proposal.

FORM 06

TECHNICAL CAPABILITY

Attach as Annex 8:

The Bidders (firm/consortium) are requested to provide information as follows:

- Organizational Structure Internationally and within Viet Nam;
- Working Arrangement and Head Office Support;
- Details and CVs of key staff allocated to the project;
- Organisation staff strength and qualifications (including details of Direct and Subcontracted Labour);
- Experience of Supervisory Staff, Technical Staff, Engineering Staff, Maintenance Team;
- Codes;
- List and value of owned and leased large plant and equipment available for the project;
- Details of Health, Safety and Environment Systems and records.

No.	Items	Information	Remark
1	HUMAN RESOURCES OF FIRM/CONSORTIUM		
1.1	Number of staff		
1.2	Technical		
1.3	Administrative		
1.4	CVs included for key personnel		
2	LARGE EQUIPMENT AND PLANT OF FIRM/CONSORTIUM		
2.1	Owned		
2.2	Rented		
3	HEALTH, SAFETY AND ENVIRONMENT SYSTEMS/RECORDS		

Note: Bidders are requested to list out Machinery and Number of Each type

FORM 07

INTERNATIONAL RECOGNITION, STANDARDS AND PRINCIPLES

Attach as Annex 9:

Quality Certificates (e.g., ISO 9001, etc.), accreditations, citations and other similar evidences of compliance to (internationally-)recognized standards.

Environmental Certification (e.g., ISO 14001 etc)

INTERNATIONAL PROFESSIONAL BODIES

Attach as Annex 10:

Provide names of any (international) professional bodies that the company is a member of (such as Contractor/Industry associations, chartered institutes, industry councils and federations). Specify the company's level of membership (such as affiliate, member or fellow).

INTERNATIONAL RECOGNITION

Attach as Annex 11:

Provide details of any industry awards or other recognition of your Company's provision of services to (international) standards.

GLOBAL COMPACT

Attach as Annex 12:

The UN Global Compact is a voluntary international corporate citizenship network for businesses that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption. Participation in the UN Global Compact is not mandatory, although bidders who do participate will be given additional points in the evaluation. For information on the UN Global Compact, go to

www.unglobalcompact.org.

Bidders who participate in the UN Global Compact should provide proof of participation (such as a copy of their on-line registration form and Letter of Commitment to the UN Secretary-General).

FORM 08

OTHER INFORMATION

1. Company Brochure;
2. Client References;
3. Other information to support claim to evaluation criteria and demonstration of capacity, please specify.

Attach as Annex 13 (3 pages maximum for each item)



General Conditions of Contract for Civil Works

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing

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

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

1. DEFINITIONS

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

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

2. SINGULAR AND PLURAL

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

3. HEADINGS OR NOTES

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

4. LEGAL RELATIONSHIPS

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

5. GENERAL DUTIES/POWERS OF ENGINEER

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

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

Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1.Obligation to Perform in Accordance with Contract

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

6.2 Responsibility for Site Operations

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

6.3.Responsibility for Employees

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

6.4.Source of Instructions

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

6.5.Officials Not to Benefit

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

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

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

6.7. Confidential Nature of Documents

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

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

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

7.2. Subcontracting

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

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

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

8.2. One copy of Drawings to be kept on Site

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

8.3. Disruption of Progress

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

9. WORK BOOK

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

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

10. PERFORMANCE SECURITY

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.

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

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

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

13. PROGRAMME OF WORK TO BE FURNISHED

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

incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

14. WEEKLY SITE MEETING

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

15. CHANGE ORDERS

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

16. CONTRACTOR'S SUPERINTENDENCE

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

17. CONTRACTOR'S EMPLOYEES

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
 - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

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

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

19. WATCHING AND LIGHTING

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

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every

respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

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

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

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

22. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or

omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

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

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

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

23.2. Minimum Amount of Liability Insurance

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

23.3. Provision to Indemnify Employer

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

24. ACCIDENT OR INJURY TO WORKMEN

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

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

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

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

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

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

liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

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

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

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

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

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

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will

inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.

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

31. OPPORTUNITIES FOR OTHER CONTRACTORS

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

32. CONTRACTOR TO KEEP SITE CLEAN

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

34.1 Engagement of Labour

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

34.2 Supply of Water

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

34.3 Alcoholic Drinks or Drugs

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

34.4 Arms and Ammunition

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

34.5 Holiday and Religious Customs

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

34.6 Epidemics

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

34.7 Disorderly Conduct, etc.

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

34.8 Observance by Sub-Contractors

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

34.9 Legislation applicable to Labour

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

35 RETURNS OF LABOUR, PLANT, ETC.

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

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

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

36.2 Cost of Samples

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

36.3 Cost of Tests

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

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

37 ACCESS TO SITE

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

38 EXAMINATION OF WORK BEFORE COVERING UP

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

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

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

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

39.2 Default of Contractor in carrying out Engineer's Instructions

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

40 SUSPENSION OF WORK

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

41 POSSESSION OF SITE

41.1 Access to Site

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

41.2 Wayleaves, etc.

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

41.3 Limits of the Site

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

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.

- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME FOR COMPLETION

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

44 RATE OF PROGRESS

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

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of

recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

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

46.2 Substantial Completion of Sections or Parts of the Works

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

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

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

47 DEFECTS LIABILITY

47.1 Defects Liability Period

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

47.2 Completion of Outstanding Work and Remedying of Defects

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

47.3 Cost of Execution of Work of Repair, etc.

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

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

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

47.5 Certificate of Final Completion

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

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

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

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

2 Variations Increasing Cost of Contract or altering the Works.

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

3 Orders for Variations to be in Writing

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

4 Valuation of Variations

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

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

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

2 Removal of Plant, etc.

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

3 Employer not liable for Damage to Plant

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

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment

when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51 MEASUREMENT OF WORKS

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

52 LIABILITY OF THE PARTIES

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

3 Unfulfilled Obligations

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

4 Contractor Responsible

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

53 AUTHORITIES

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

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time

sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

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

3 Payment After Re-entry

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

54 URGENT REPAIRS

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

Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

55 INCREASE AND DECREASE OF COSTS

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

56 TAXATION

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

57 BLASTING

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

58 MACHINERY

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

59 TEMPORARY WORKS AND REINSTATEMENT

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

60 PHOTOGRAPHS AND ADVERTISING

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

61 PREVENTION OF CORRUPTION

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

62 DATE FALLING ON HOLIDAY

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

63 NOTICES

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

64 LANGUAGE, WEIGHTS AND MEASURES

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

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

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

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

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

66 FORCE MAJEURE

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

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

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) suspension;
- (d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (f) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY THE UNDP

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

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

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

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

68 TERMINATION BY THE UNDP

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

Upon termination of this Contract:

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

69 TERMINATION BY THE CONTRACTOR

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

or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

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

70 RIGHTS AND REMEDIES OF THE UNDP

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

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

71 SETTLEMENT OF DISPUTES

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

1 Notification

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

2 Consultation

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

3 Conciliation

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

4 Arbitration

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

rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

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

APPENDIX I: FORMATS OF PERFORMANCE SECURITY

PERFORMACE BANK GUARANTEE

To:.....

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

PERFORMANCE BOND

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

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

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

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

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

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

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

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

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE:

ANNEX 2 to Invitation for Pre-qualification: INTERESTED VENDOR

The following vendors have expressed an interest to supply only products, or partial services, for the Demolition and Construction Works Contract for UN Offices in Ha Noi, Viet Nam (The Green One UN House). This listing does not represent approval or endorsement of the vendors in any way, and is only intended to raise awareness amongst prospective bidders of alternative suppliers that they may wish to approach in preparing their applications for pre-qualification. Inclusion or exclusion of any listed vendor in a pre-qualification application or bid will itself not influence the evaluation of the submission.

No.	Company	Contact	Interested service	Specific products (for service #5 only)
1	AAC Construction JSC	Tel: +84 4 37623541 / +84-(0)983 458757 Email: duatlk@aac-hanoi.com www.aac-hanoi.com	1, 2, 3	
2	BESTER Group General Services, S.L.	Tel: +34 96 362 14 34 Email: lmontoliu@bestergroup.com www.bestergroup.com	3, 4	
3	Comeric JSC	Tel: +84 4 63283031 / +84 987423480 Email: damtung@comericjsc.com www.comeric.vn	5	Water valves, control valve, fittings, inverter, Leak detectors, instrumentations
4	Daewoo International Corp	Tel: +82 2 759 3558 / +82 10 2719 8373 Email: ijung2@daewoo.com www.daewoo.com	2, 5	Modular System Architecture
5	Hado 3 Joint Stock Company	Tel: +84 4 37564480 / +84 988.513589 Email: hado3@hn.vnn.vn ; buivanduc@hado.com.vn www.hado.com.vn/	1, 2, 3	
6	Hanoi Transport Trading Business and Construction	Tel: +84 4 36416891 / +84 16.7473.7473 Email: phamhongson_1971@yahoo.com	2, 3	
7	HDBC Engineering and Construction JSC	Tel: +84 4 62693023 / +84 903237179 Email: cuonghdbc@gmail.com	1, 2	
8	Hoang Ha Joint Stock Company	Tel: +84 0321 398 9394 / +84 904 377 675 Email: duongbacha@gmail.com / congtycophanhoangha@yahoo.com www.uvisioninterior.com , www.ueurotech.com	4, 5	Aluminum Composite Panel for inside and outside decoration Wooden panels for decoration with various motifs
9	Prime Construction & Trading Co., Ltd.	Tel: +84 8 3943 0980 / +84 938 500 695 Email: long.nd@primevn.com www.primevn.com	2	

10	SAMPOL INGENIERÍA Y OBRAS S.A	Tel: +34 687 557 145 / +34 687 557 145 Email: lgutierrez@sampol.com www.sampol.com	2, 4	
11	Schneider Electric Vietnam	Tel: +84 8 38103103 / (84) 912881680 Email: do-manh.dung@schneider-electric.com www.schneider-electric.com.vn	4, 5	<ul style="list-style-type: none"> - Energy Management system (Energy Monitoring, Building Management System) - Lighting control, CCTV, Fire alarm, Camera - Renewable Energy services & solutions (PV Cell & Inverter) - UPS and server - Energy Efficiency requirement (Variable Speed Drive, Energy Efficient Transformer, Dimmer, Electrical distribution with Medium Voltage and Low Voltage Switchboard,) - Energy Saving performance follow up - Up to +10 LOTUS points in VGBC - EPC contractor for energy management & electrical distribution package
12	Song Hong Joint Stock Corporation	Tel: +84 4 3 7171551 / +84 985-163-590 Email: Thaihung806@yahoo.com.vn www.Songhongcorp.vn	1, 2, 3	
13	THINH AN Construction & Trading Company Limited	Tel: +84 4 37562269 / +84 913985999 Email: xaydungthinhan@gmail.com	1	
14	Visco Joint Stock	Tel: +84 4 35567000 / +84 914302628 Email: Ngan-vdvh@visco-vn.com www.visco-vn.com	5	Low Voltage equipment such as Telephone system, data network, CCTV, PA, Access control...
15	Xella Baustoffe GmbH	Tel: +84 0165 7240 512/ +49-(0) 160 9558 8559 Email: almut.roessner@xella.com www.xella.com	5	Autoclaved aerated concrete blocks and panels Thin-bed mortar Plaster Accessories, e.g. anchors, connectors...

Note:

No.	Service
1	Demolition of existing ancillary buildings/structures and infill to the UNAB building
2	Construction of the Green One UN House
3	Landscape and civil works
4	Commissioning of Equipment
5	Provision of construction products and materials