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**REQUEST FOR QUOTATION (RFQ 47/2012)**

For supply and installation of the heating system (boiler room) in the Fire Fighting Station in Makedonska Kamenica,

|  |  |
| --- | --- |
| NAME & ADDRESS OF FIRM | DATE: December 7, 2012 |
| REFERENCE: RFQ 47/2012 |

Dear Sir / Madam:

UNDP hereby requests you to submit quotation in MKD, VAT expressed separately in a sealed envelope to the address of UNDP, for installation of the heating system (boiler room) in the Fire Fighting Station in Makedonska Kamenica, as detailed Scope of Works (SoW) and the Bill of Quantities (BoQ) in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations shall be submitted on or **before December 14, 2012**

***8 Udarna brigada 2,   
1000 Skopje***

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation i.e. will be returned to the bidder unopened. **Please indicate the name of your company on the outer envelope.**

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

|  |  |
| --- | --- |
| Delivery Terms | ☒ 9 (nine) days after signing of the contract |
| VAT clearance shall be done by: | ☒ UNDP |
| Exact Address/es of Delivery Location/s (identify all, if multiple) | Locations is at the Fire Fighting Station in Makedonska Kamenica, Municipality of Makedonska Kamenica |
| INCOTERMS | n/a |
| Terms of payment | Upon delivery and installation |
| Latest Expected Delivery Date and Time *(if delivery time exceeds this, quote may be rejected by UNDP)* | ☒ **27 December 2012**  ☐ As per Delivery Schedule attached *[if delivery will be staggered]*  Time: |
| Delivery Schedule | ☒Required  ☐Not Required |
| Packing Requirements | N/A |
| Preferred  Currency of Quotation | United States Dollars for foreign Bidders  ☐Euro  ☒**Local Currency: MKD** |
| Value Added Tax on Price Quotation | ☐ Must be inclusive of VAT and other applicable indirect taxes  ☒ Must be exclusive of VAT |
| Deadline for the Submission of Quotation | *Friday, December 14, 2012, 14:00* |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | ☒ English  ☒ Others **Macedonian** |
| Documents to be submitted | **Required documents establishing Bidder’s Eligibility and Qualifications and goods conformity to technical specifications:**   1. Copies of original document defining the constitution or legal status, place of registration, and principal place of business; and brief company profile   b) For companies registered/based in the host country: **Copy of License B for construction of 2nd category buildings** issued by the Ministry of Transport and Communication (according to the law on Construction, O.G. of RM No. 59/2011) or minimum valid License C for Construction Works issued by the Ministry of Transport and Communication (according to the law on Construction, O.G. of RM No. 51/2005 and Amendments of the Law, O.G. of RM No. 82/2008 and 106/2008.).  For international companies: international companies are allowed to execute construction works in Macedonia, provided that they present a permit/confirmation for execution of civil works obtained from the State Authority for Urban Planning in Macedonia in accordance with the rules set out in Article 42 of the Law on Construction.  *\*The copy of the document should be stamped by an authorized Notary verifying that the copy is the same as the original document; no translation required.*  c) Reference list of similar projects and evidence of **at least 2 (two) projects of a nature and complexity** comparable to this requirements of this RFQ expressed in MKD and indicating the year of execution (including name/contact details of clients who can be contacted for reference).  d) Key personnel proposed for this assignment (name and CV of the Project Manager/Site Manager to be submitted).  The Project Manager shall hold **minimum certification B for execution of construction works in the fields of mechanical installation (massinstvo)** issued by the Macedonian Chamber of Authorized Architects and Authorized Engineers.  The Project Manager shall have at **least 5 (five) years**, and proven qualifications relevant to works of similar nature to this project.  *Copies of the original licensees/certificates shall be stamped by an authorized Notary verifying that the copy is the same as the original document; no translation required.*  e) Work Programme/time framework for the assignment.  f) Certifications listed below showing that the company is active and has fulfilled all their past and current obligations concerning the payment of taxes in their country for the past 6 (six) months:  • Confirmation the company in not bankrupt or has suspended business activities issued by the Central Registry or equivalent for international companies;  • Confirmation of payment of taxes, contributions and other public fees, issued by the Public Revenue Office or equivalent for international companies;  \* *Copy of the original document, stamped by an authorized Notary verifying that the copy is the same as the original document; no translation required.* |
| Period of Validity of Quotes starting the Submission Date | ☒ 60 days  ☐ 90 days  ☐ 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation. |
| Partial Quotes | ☒ Not permitted |
| Payment Terms | X in two installments:  20% - after signing of the contract;  80% - after finalization and verification of the works. |
| Liquidated Damages | Cancellation of PO/Contract if the delivery/completion is delayed by working days 15 |
| Evaluation Criteria  *[check as many as applicable]* | ☒ Technical responsiveness/Full compliance to requirements and lowest price  ☒ Full acceptance of the PO/Contract General Terms and Conditions  ☒ terms of delivery - 9 days  ☐ Others |
| UNDP will award to: | ☒ One supplier |
| Type of Contract to be Signed | ☒ **Contract for works** |
| Special conditions of Contract | ☒ Cancellation of Contract if the delivery/completion is delayed by 15 working days  ☐ Others |
| Conditions for Release of Payment | ☒ Passing Inspection  ☒ Complete Installation    ☒ Written Acceptance of Goods based on full compliance with RFQ requirements/Supervisory report  ☒ Others The goods/materials and the quality of installation will be inspected by a qualified supervision engineer .UNDP will process the final payment only after a positive review is provided by the supervisor |
| **Annexes to this RFQ** | ☒ SoW and BoQ/Specifications of the Goods/materials Required (Annex 1)  ☒ Form for Submission of Quotation (Annex 2)  ☒ General Terms and Conditions / Special Conditions (Annex 3).  ☐ Others  Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. |
| Contact Person for Inquiries  (Written inquiries only) | *Procurement Unit*    *procurement.mk@undp.org*  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |

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

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP’s re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods and services in the event that the transportation cost (freight and insurance) is found to be higher than UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

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

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

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

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

Thank you and we look forward to receiving your quotation.

December 7, 2012

**ANNEX 1**

**SCOPE OF WORK and BoQ**

**ОБЕМ НА РАБОТИ И ПРЕДМЕР СО ПРЕСМЕТКА**

**1. Вовед**

Програмата за развој на Обединетите Нации (УНДП) и Центарот за управување со кризи (ЦУК) го имплементираат проектот Намалување на ризиците од катастрофи и климатските ризици. Една од неговите компоненти е да се зајакне раководењето со намалувањето на ризиците од катастрофи на локално ниво преку подготовка на планови и имплементирање на демонстрациони и/или пилот мерки од мал обем.

Во случајот на општина Македонска Каменица проектните активности се поделени во 2 фази: изградба на противпожарна станица и набавка и инсталирање на котларница во станицата. Противпожарната заштита е општински приоритет и преку рализацијата на проектот поддржуваат капацитетите на локалните власти и отпорноста на населението кон ризици од катастрофи и климатски ризици.

Овој демонстрационен проект служи како практичен пример за корисноста од мерките за намалување на ризиците од катастрофи и резултатите од истиот ќе бидат видливи и споделени со поширок круг на заинтересирани страни (експерти, национални власти, донатори и сл.).

**2. ТЕХНИЧКИ ОПИС**

**Вовед**

Во општина Македонска Камениц во текот на 2012 година е изградена противпожарна станица која се состои од приземен дел – гаража за три противпожарни возила и административен дел – подрум и кат со канцеларии.

Во објектот постои разгранет систем на 14 грејни тела (панелни радијатори тип 22‐PKKP) со различна инсталирана моќност со вкупен инсталиран капацитет од 30,25 [kW].

За задоволување на овие потреби од топлинска енергија во објектот не постои никаков извор на топлина (котел) затоа што објектот бил планиран да се поврзе на системот за греење на соседниот објект.

Системот за греење е изведен како двоцевен систем за топловодно греење. Разгранувањето на радијаторските тела е остварено на две нивоа (гранки). Едната гранка преку цевка од DN25 е планирана за загревање на гаражниот простор на објектот на ниво 0 метри на чија линија се сместени 6 радијаторски тела, додека втората гранка DN20 е планирана да ги снабдува со топлина административните простории кои се наоѓаат на ниво 1,36 метри. Оваа гранка на ниво 1,36 метри завршува во разделник од каде со директни линии се напојуваат останатите 8 радијаторски тела.

Објектот е изведен со подрумска просторија со површина од околу 120 м2 на ниво ‐1,40

метри која нуди можност за поставување на извор на топлина котел.

**Локација**

Локацијата за имплементација на активностите се наоѓа во општина Македонска Каменица, Противпожарна станица, ул. Рудaрска бб. Истата е во централниот дел на Македонска Каменица и пристапот до неа е од страна на улицата и за пешаците и за возилата.

**Технички опис на котларница**

Во објектот се инсталирани грејни тела (панелани радијатори тип 22 ‐ PKKP) со инсталирана моќност од 30,25 [kW]. Врз основа на овој податок, во објектот ќе се инсталира котлара со котел на гориво – пелети во дел од подрумските простории за објектот.

Во подрумскиот дел на објектот (ниво ‐1,40 метри) со површина од 120 м2 се поставува котел

на цврсто гориво – пелети со инсталирана моќност од минимум 32 kW со коефициент на ефикасност над 75%. Котелот треба да биде со тропромајна комора за согорување , со опсег за загревање на водата од 60°C до 98°C, со соодветна пропратна арматура.

Предвиден е автоматски горилник на пелети со инсталирана моќност од минимум 34 kW и негово поврзување со останатата опрема во котларата. Снабдување со пелети се остварува автоматски, со полжен механизам за автоматско дозирање, од резервоар за пелети со капацитет од мин 120 кг и со волумен од 200 литри. Работата на котелот е автоматска, а се води со информација добиена од температурски сензор поставен во соодветна просторија.

За заштита на котелот, предвидена е четворокрака славина со која се овозможува редовно

температурата на повратната вода од системот да биде на ниво од 60 оС. Котелот, со димовод со соодветни димензии, преку отворот за исфрлање на гасовите на согорување се поврзува со оџак со димензии Ø200 мм со висина од 6,5 метри. Оџакот е челичен, самоносечки, поставен на бетонски фундамент, прицврстен кон бетонската плоча на покривот на објектот, изолиран со минерална волна и заштитен со алуминиумски лим. Се поставува надворешно покрај крајниот десен дел на источниот ѕид од подрумот.

Предвиден е монофазен приклучок 230 V/50 Hz во близина на котелот, за напојување на електричните апарати, преку соодветна електрична заштита.

Потребното количество на воздух за работата на горилникот се овозможува преку решетка

поставена на еден од прозорците непосредно до местоположбата на котелот.

Топлата вода од котелот преку цевка DN40 се поврзува со четирикрак вентил DN40 од каде преку затворачки вентил DN40 се потиснува со циркулациона пумпа до разделникот, а е со капацитет Q=1,5 [m3] и Δp = 4,5 [m]. Пред пумпата е предвиден фаќач на нечистотии, како и неповратен вентил зад неа. Поврзана е на електрична инсталација преку електрична заштита. Од разделникот на топла вода, на кој се предвидени потребните приклучоци, две гранки DN20 и DN32 ја носат топлата вода до радијаторските тела во административните простории и до радијаторите во гаражниот простор соодветно. Гранката DN20 се поврзува на втор постоечки разделник од каде секој радијатор посебно се снабдува со топлина.

Оладената вода преку повратните гранки DN20 и DN32 се движи во насока кон главниот собирник, на кој с епредвидени потребните приклучоци. На гранката DN20 (од административни простории) пред влез во главниот собирник е поставен балансен вентил DN20, исто така и на гранката DN32 (од гаража) пред влез во главниот собирник е поставен балансен вентил DN32. На повратната гранка на системот за греење пред котелот е инсталиран сигурносен вентил и експанзионен сад од 18 – 22 литри.

1. **ОПШТИ И ТЕХНИЧКИ УСЛОВИ**

**Општи услови**

1. Изведувањето на работите е согласно со условите дефинирани во ЗАКОН ЗА ГРАДЕЊЕ (Пречистен текст) „Службен весник на РМ“ бр. 39/2012.
2. Инсталацијата и постројката мораат така да се изведат така што во се одговараат на овој проект и условите на производителот на опремата, како и на постоечките прописи и стандарди. Секое отстапување од проектот е дозволено само со претходна согласност со проектантот, а сите измени мораат да се внесат во градежната книга.
3. Изведувачот е должен, доколку забележи во текот на изведувањето на работите дека е неопходно да се отстапи од проектот, да го запознае со тоа надзорниот орган, а преку него и проектантот.
4. Вградениот материјал мора да има атест според постоечките прописи.
5. Ако надлежниот орган има барање да се испита материјалот, изведувачот ќе го изврши тоа испитување во овластената институција, а трошоците, доколку материјалот одговара, ќе се наплатат посебно како вишок на работа, со тоа што рокот може договорно да се продолжи. Доколку материјалот не одговара на стандардите, во тој случај трошоците се на товар на производителот/ изведувачот на работите. Ако не е поинаку договорено целиот материјал предвиден за вградување не смее да биде употребуван (треба нов).
6. За сите работи предвидени со овој проект изведувачот е должен да води градежна книга во која се внесуваат извршените работи по позиции и фази на градењето и градежен дневник во кој се внесуваат податоците за околностите и условите под кои се изведуваат работите.

8. Изведувачот е должен :

• постројката да ја изработи според одобрениот проект,

• постројката да ја изгради согласно важечките прописи, упатства и

стандарди,

• да ги превземе сите потребни мерки за сигурност на работникот,

минувачите, сообраќајот, како и за сигурност на постројката која се гради и

околните објекти.

9. За надзор на изведување на работите, заверка на градежната книга и дневникот, како и заверката на други службени документи, инвеститорот е должен да одреди стручно лице кое воедно ќе го застапува во сите работи околу изведбата на договореното. Името на тоа лице инвеститорот е должен написмено да му го соопшти на изведувачот на работите.

10. Изведувачот е одговорен за квалитетот на работата и вградениот материјал ако работите се изработени според одобрениот проект.

11. За помали промени во однос на усвоениот проект т.е. промени кои функционално не го менуваат или имаат незначително зголемување врз инвестицијата, доволна е само согласност на проектантите.

**Tехнички услови за поставување на инсталацијатa и опремата**

**А. ЦЕВКОВОДИ**

1. Цевководите за топла вода да се изведат од челични безрабни цевки опфатени со следните стандарди:

• МКС ЕN 10216‐1, безрабни челични цевки наменети за употреба под притисок ‐Технички услови за испорака ‐ Дел 1: Нелегирани челични цевки со спецификувани особини при собна температура (идентичен со ЕN 10216‐1:2002/А1:2004)

• МКС ЕN 10219, Ладно обликувани заварени конструктивни шупливи профили од нелегирани и фино гранулирани челици ‐ Дел1: Технички услови за испорака

• МКС ЕN 10220, Безрабни и заварени челични цевки ‐ Димензии и маси по единица

Должина

1. Цевките и арматурата кои се вградуваат во инсталациите мора да поседуваат атестна документација.
2. Спојувањето на цевките да се изведе со заварување, а на местата каде се вградува арматура да се употребат прирабници.
3. Местото на спојување на цевките со заварување мора да биде цврсто, потполно рамномерни и со дозволена дебелина, за да не дојде до намалување на дијаметарот на цевката.

5. Работ за заварување на цевките мора внимателно да биде припремен. За секој раб мора да се изведат следните припремни работи:

• местото на спојот со заварување мора да се изработи со искосување за вар

• за цевки со дебелина на ѕидот поголем од 3 mm искосувањето треба да изнесува

од 60 ̊ до 70 ̊.

• за цевки со дебелина на ѕидот до 3 mm не треба де се врши искосување.

6. По завршување на заварувањето местото на спојот мора да се исчисти од корозија и нечистотии.

1. Заварувањето мора да го изведуваат само обучени, атестирани заварувачи.

8. Изработката на разни кривини на цевките може да се изведе по пат на свиткување

или со употеба на цевни лакови.

9. Цевководите од цевната инсталација треба да се изведат така да се овозможи истегнување и собирање при топол режим на работа, а при тоа да не дојде до извиткување на цевките, кинење на приклучоците и врските како и до оштетување на градежните елементи.

10. При вградување на носачи и потпори на цевководите во ѕидовите на објектот и во каналите наменети за цевководи , мора да се употреби цементен малтер. Употребата на гипс е забранета.

11. Цевната мрежа се испитува на ладен хидрауличен притисок без арматура и опрема кои се предвидени за помал притисок од испитниот. Испитувањето се врши со помош на контролен службен манометар, при што истовремено се контролираат манометрите на соодветните инсталации. Назначениот пробен притисок се одржува 15 минути, а потоа се намалува на работен притисок и се набљудува во текот на еден час. Цевната инсталација задоволува кога:

• нема знаци на оштетување

• не се приметува течење

• не се приметува деформација

По завршување со испитувањето, инсталацијата треба да се исчисти од внатрешни нечистотии пред да се стави во употреба.

**Б. АРМАТУРА**

Поставувањето на вентили, славини, мерна арматура да се изведе така што истите ќе бидат лесно достапни за интервенција и визуелен преглед. Целата арматура да одговара на бараниот проектен притисок.

**В. ИЗОЛАЦИЈА**

Цевководите кои топлински се изолираат мора претходно да се исчистат од површинска корозија и други нечистотии, да се премачкаат со два слоја антикорозивен премаз постојан на високи температури и потоа да се изолираат со топлинска изолација ‐ со дебелина усогласена со надворешниот дијаметар на цевките (минимум 40 mm) и со обвивка од алуминиумски лим од 0,7 mm.

**Г. БОЈАДИСУВАЊЕ**

Сите цевководи кои се водат видливо и без изолација, арматура, носачи, конзоли и држачи да се исчистат од корозија и други нечистотии, да се премачкаат со два слоја антикорозивен премаз, а потоа да се бојадисаат со лак боја постојана на високи температури.

* Понудената и вградената опрема е потребно да ги почитува сите важечки стандарди и да има соодветни атести со кои ќе се докаже квалитетот на истата.

**DRAWINGS (ЦРТЕЖИ)**

**Drawing No.1 – Location of the site in Makedonska Kamenica on Rudarska street.**



**Other drawings and technical lay outs are presented in separate digital folder.**

**BILL OF QUANTITIES**

**Preamble - General**

1. Bill of Quantity is considered as a part of the contract documentation.

2. In the positions and prices in the Bill of Quantity inserted by the Bidder, it shall be contained and considered, inter alia, following works, obligations, competences and costs from the contract, either that they are separately listed or separately emphasized in the Bill of Quantity.

(А) All competences, obligations, supplies and risks that derive from any document which is part of the contract documentation, stipulated in clause 1.

(B) Complete agreeability with articles stipulated in the specifications. General directions and descriptions of works and materials are not compulsory confirmed in the Bill of Quantity.

(C) Costs and profits for all works and services necessary for timely execution of works.

3. Without influence to the previous statement, in the positions and prices stated in the Bill of Quantity prepared by the Contractor, the costs and profits for following shall be included:

(A) Supply, storage, transportation, usage and maintenance of all materials, facilities, equipment, mechanization and tools.

(B) Security, salaries, accommodation and transportation of labor force.

(C) Signalization, measurement, control and supervision.

(D) Supply, transportation, usage and maintenance of all storages for materials, fuel, water, sewerage, electricity, phone connections, including all costs derived from the Engineer and its personnel that are part of the contract.

(E) Taking of samples and doing testing, including the control by the Engineer.

(F) Damages to the works/buildings, facilities, materials and storages of materials, caused by weather conditions.

(G) Elimination of all damages during the defect liability period of 12 months.

**Formulation of Prices**

1. For formulation of Main Bid it is necessary to fill with ink all prices (values) in the positions from the Bill of Quantity and expressed in Macedonian Denars – MKD, either if there are stipulated quantities or not. If the Bidder missed to state some price, it shall be considered that this price is being calculated in other part of the Bill of Quantity. It is not allowed to make any changes or addition of positions in the Bill of Quantity.

**Measurement of Works**

5. The Quantities stipulated in the Bill of Quantity are assessed (provisional). They are given in order to enable preparation and execution of the bidding process under similar conditions, and they are not guarantee that they shall be adequate for the execution of works.

1. Methods of measurement of the executed works shall be in accordance with the technical specifications, unless it is not stipulated differently in the tender documentation.
2. All executed works that are exceeding the requirements stipulated in the specifications, shall not been paid without written approval from the Investor or the Engineer.

**BILL OF QUANTITY – “Supply аnd Installation of the Heating System (Boiler Room) in the Fire Fighting Station in Makedonska Kamenica”**

**To be filled in**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Type of works** | **Unit** | **Qty** | **Unit rate MKD**  **(excl. VAT)** | **Amount MKD**  **(excl. VAT)** |
| **A** | **PREPARATORY WORKS** |  |  |  |  |
| **1.** | Supply and installation of water supply system with tap and metal sink, as well as drainage of the water from the boiler room for the needs of the supplement of the heating system | pc. | 1 |  |  |
| **2.** | Making of drainage shaft on the floor of the boiler room because of the possibility of collecting of discharge water from the heating system | pc. | 1 |  |  |
| **3.** | Installation of single-phase electric plug 230 V/50 Hz with an appropriate cut-off connection near the boiler for the needs of electromotor consumers in the appropriate electrical board | pc. | 1 |  |  |
| **4.** | Disassembly of a window (above the boiler in the basement) for setting the grid for air supply | Lump sum |  |  |  |
| **SUB-TOTAL A: PREPARATORYWORKS:** | | | |  | |
| **B** | **EQUIPMENT AND INSTALLATIONS** |  |  |  |  |
| **1.** | Purchase, transport and installation of a new pellet boiler with installed capacity of min. 32KW with a coefficient of efficiency over 75%. Boiler should be with three way draft combustion chamber, with water heating range from 60 ˚C to 98 ˚ C, with appropriate supporting steel reinforcement. | complete | 1 |  |  |
| **2.** | Purchase, transport and installation of a new burner for automatic pellet combustion with minimum capacity of 34 kW, incorporating a fan and connecting elements of automation and electrical installation. Within the burner these elements are provided:  \* Snail mechanism for automatic dosing of pellets  \* Integrated automation for safe programmed combustion | complete | 1 |
| **3.** | Pellets tank with a capacity > 120 kg with a volume of up to 200 liters | pc. | 1 |  |  |
| **4.** | Purchasing and installing a room thermostat to guide the work of the pump with associated cabling installation | pc. | 1 |  |  |
| **5.** | Supply and installation a four way valve 6/4 ", strainer 6/4", check valve 6/4 " | pc. | 1 |  |  |
| **6.** | Supply and installment of circulation pump with parameters Q=1,5 [m3] and p = 4,5 [m]. Connection to the electrical installation trough a safety switch | set | 1 |  |  |
| **7.** | Supply and installation of a safety valve 1“ for pressure of 4 [bar] | pc. | 1 |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Type of works** | **Unit** | **Qty** | **Unit rate MKD**  **(excl. VAT)** | **Amount MKD**  **(excl. VAT)** |
| **8.** | Installation of expansion tank with a fixed membrane with a volume of min. 18 liters and a complete armature | pc. | 1 |  |  |
| **9.** | Supply and installation of balance valve 3/4“ | pc. | 1 |  |  |
| **10.** | Supply and installation of closing valve 5/4“ | pc. | 1 |  |  |
| **11.** | Supply and installation of balance valve 5/4“ | pc. | 1 |  |  |
| **12.** | Supply and installation of closing valve 6/4“ | pcs. | 6 |  |  |
| **13.** | Supply and installation of closing valve 3/4“ | pc. | 1 |  |  |
| **14.** | Supply and installation of thermostatic valve 1/2“ | pcs. | 6 |  |  |
| **15.** | Purchase, transport and installation of black pipes 6/4 " with couplers material, knees and fastening elements | m’ | 10 |  |  |
| **16.** | Purchase, transport and installation of black pipes 5/4“ with couplers material, knees and fastening elements | m’ | 30 |  |  |
| **17.** | Purchase, transport and installation of black pipes 3/4“with couplers material, knees and fastening elements | m’ | 30 |  |  |
| **18.** | Purchase, transport and installation of divider Ø80 mm х 800 mm, with thermometer (0‐100 [°C]), with connection 5/4“, 6/4“, 3/4“ and ½“; manometer (0‐10 [bar]) and discharge valve 1“ , with feet | set | 1 |  |  |
| **19.** | Purchase, transport and installation of collector Ø80 mm х 800 mm with connection 5/4“, 6/4“, 3/4“ and ½“ charging the system with water and discharge valve 1“ , with feet | set | 1 |  |  |
| **20.** | Purchase, transport and installation of aluminum ventilation (suction grid) for air 425 mm х 225 mm in accordance with the project | pc. | 1 |  |  |
| **21.** | Purchase, transport and installation of chimney with dimensions (Ø200 mm x 6500 mm) with a cap. The chimney is insulated with 50 mm mineral wool insulation, protected by an aluminum sheet. On the chimney 4 side ribs are provided to strengthen with a height of 1000 mm, thickness 8 mm and width 400 mm, mounted on a steel plate with a thickness of 10 mm, and dimension of 1100x1100 mm. The plate is mounted on the foundation with appropriate 8 screws. The chimney attaches to building with steel holders attached to the concrete roof construction | set | 1 |  |  |
| **22.** | Purchase, transport and installation of chimney pipe for connecting to the boiler. Ø150mm, length 2500 and two knees at angle of 45о | set | 1 |  |  |
| **23.** | Making concrete foundation for fixing steel substrate with dimensions 1200x1200x500 mm. It embedded steel 8 steel anchors on the plate of the chimney | set | 1 |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Type of works** | **Unit** | **Qty** | **Unit rate MKD**  **(excl. VAT)** | **Amount MKD**  **(excl. VAT)** |
| **24.** | Supply and installation of reducers, NО40/NO32 | pcs. | 2 |  |  |
| **25.** | Cleaning, coating with corrosion resistant coating and double coating with basic color of new installed pipes | m² | 5 |  |  |
| **26.** | Hydraulic test of the system in the boiler room for insurance from system leakage. | Lump sum |  |  |  |
| **SUB-TOTAL B: EQUIPMENT AND INSTALLATIONS:** | | |  | | |
| **T O T A L A + B:**  **(excl. VAT)** | | |  | | |
| **VAT:** | | |  | | |
| **TOTAL:**  **(incl. VAT)** | | |  | | |

**Ориентационен превод**

**Предмер со пресметкс – Набавка и инсталација на систем за парно греење (котлара) во противпожарна станица во Македонска Каменица**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Бр.** | **Тип на работи** | **мерка** | **Количина** | **Единечна цена во МКД**  **(без ДДВ)** | **Вкупен износ во МКД**  **(без ДДВ)** |
| **A** | **ПОДГОТВИТЕЛНИ РАБОТИ** |  |  |  |  |
| **1.** | Набавка и монтажа на систем за снабдување со вода со чешма и метално лавабо, како и одвод на водата од котларата заради потребите на дополнување на системот за греење | парче | 1 |  |  |
| **2.** | Изработка на одводна шахта на подот на котларата поради можноста за собирање на водата од празнење на системот за греење | парче | 1 |  |  |
| **3.** | Монтажа на монофазен електричен приклучок 230 V/50 Hz со соодветна склопка во близина на котелот за потребите на електромоторните потрошувачи во соодветна електрична табла | парче | 1 |  |  |
| **4.** | Демонтажа на прозорец (над котелот‐ во подрумот) заради поставување на решетка за довод на воздух | паушал |  |  |  |
| **ВКУПЕН ИЗНОС ЗА A: ПОДГОТВИТЕЛНИ РАБОТИ:** | | | |  | |
| **Б** | **ОПРЕМА И ИНСТАЛАЦИИ** |  |  |  |  |
| **1.** | Набавка, транспорт и монтажа на нов котел на пелети со инсталирана моќност од минимум 32 kW со коефициент на ефикасност над 75%.  Котелот треба да биде со тропромајна комора за согорување , со опсег за загревање на водата од 60°C до 98°C, со соодветна пропратна арматура. | комплет | 1 |  |  |
| **2.** | Набавка, транспорт и монтажа на нов горилник за автоматско согорување на пелети со инсталирана моќност од минимум 34 kW, со вграден вентилатор и со поврзување на елементите од автоматиката и електричната инсталација. Во состав на горилникот следуваат и елементите: \* Полжавест механизам за автоматско дозирање на пелети и \* Интегрирана автоматика за безбедно програмирано согорување | комплет | 1 |
| **3.** | Резервоар за пелети со капацитет >120 кг со волумен до 200 l | парче | 1 |  |  |
| **4.** | Набавка и инсталирање на собен термостат за водење на работата на пумпата со придружна кабелска инсталација | парче | 1 |  |  |
| **5.** | Набавка и монтажа на четворокрака славина 6/4“, фаќач на нечистотии 6/4“, неповратен вентил 6/4“ во навојна варијанта | парче | 1 |  |  |
| **6.** | Набавка и монтажа на циркулациона пумпа со параметри Q=1,5 [m3] и Δp = 4,5 [m]. Поврзување со електрична инсталација преку сигурносна склопка | комплет | 1 |  |  |
| **7.** | Набавка и монтажа на сигурносен вентил 1“ за притисок 4 [bar] | парче | 1 |  |  |
| **Бр.** | **Тип на работи** | **мерка** | **Количина** | **Единечна цена во МКД**  **(без ДДВ)** | **Вкупен износ во МКД**  **(без ДДВ)** |
| **8.** | Набавка и монтажа на експанзионен сад со фиксна мембрана со зафатнина од 18 литра и комплетна арматура | парче | 1 |  |  |
| **9.** | Набавка и монтажа на балансен вентил 3/4“ | парче | 1 |  |  |
| **10.** | Набавка и монтажа на затворачки вентил 5/4“ | парче | 1 |  |  |
| **11.** | Набавка и монтажа на балансен вентил 5/4“ | парче | 1 |  |  |
| **12.** | Набавка и монтажа на затворачки вентил 6/4“ | парчиња | 6 |  |  |
| **13.** | Набавка и монтажа на затворачки вентил 3/4“ | парче | 1 |  |  |
| **14.** | Набавка и монтажа на термостатски вентил 1/2“ | парчиња | 6 |  |  |
| **15.** | Набавка, транспорт и монтажа на црна цевка 6/4“ со споен материјал, колена и елементи за прицврстување | m’ | 10 |  |  |
| **16.** | Набавка, транспорт и монтажа на црна цевка 5/4“ со споен материјал, колена и елементи за прицврстување | m’ | 30 |  |  |
| **17.** | Набавка, транспорт и монтажа на црна цевка 3/4“ со споен материјал, колена и елементи за прицврстување | m’ | 30 |  |  |
| **18.** | Набавка, транспорт и монтажа на разделник Ø80 мм х 800 мм, со термометар (0‐100 [°C]), со приклучок 5/4“, 6/4“, 3/4“ и ½“; манометар (0‐ 10 [bar]) и славина за празнење 1“ , со ногарки | комплет | 1 |  |  |
| **19.** | Набавка, транспорт и монтажа на собирник Ø80 мм х 800 мм со приклучок 5/4“, 6/4“, 3/4“ и ½“ за полнење на системот со вода и славина за празнење 1“ , со ногарки | комплет | 1 |  |  |
| **20.** | Набавка, транспорт и монтажа на алуминиумска потпритисна (всисна решетка) за воздух 425 мм х 225 мм во согласност со проектот | парче | 1 |  |  |
| **21.** | Набавка, транспорт и монтажа на оџак со димензии (Ø200 мм х 6500 мм) со капа. Оџакот е изолиран со изолација од 50 mm минерална волна, заштитена со алуминумски лим. На оџакот се предвидени 4 странични ребра за зајакнување со висина од 1000 mm, дебелина 8 mm и широчина 400 mm, поставени на челична плоча со дебелина од 10 mm, а димензија 1100х1100 mm. Плочата се прицврстува на фундаментот со 8 соодветни навртки. Оџакот се прикрепува кон објектот со челични држачи прицврстени на бетонската кровна конструкција | комплет | 1 |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Бр.** | **Тип на работи** | **мерка** | **Количина** | **Единечна цена во МКД**  **(без ДДВ)** | **Вкупен износ во МКД**  **(без ДДВ)** |
| **22.** | Набавка, транспорт и монтажа на димна цевка за поврзување на котелот со оџакот. Ø150мм, должина 2500 и две колена од 45о | комплет | 1 |  |  |
| **23.** | Изработка на бетонски фундамент за фиксирање на челичната подлогата со димензии 1200х1200х500 mm. Во него се вградени 8 челични анкери за прикрепување на челичната плоча од оџакот | комплет | 1 |  |  |
| **24.** | Набавка и монтажа на редуцири, NО40/NO32 | парчиња | 2 |  |  |
| **25.** | Чистење, премачкување со антикорозивен премаз и два пати бојадисување со основна боја на нововградените цевки | m² | 5 |  |  |
| **26.** | Хидраулична проба на системот на котларата заради осигурување на системот од течење. | паушал |  |  |  |
| **ВКУПЕН ИЗНОС ЗА Б: ОПРЕМА И ИНСТАЛАЦИИ:** | | |  | | |
| **ВКУПЕН ИЗНОС А + Б:**  **(без ДДВ)** | | |  | | |
| **ДДВ:** | | |  | | |
| **ВКУПНО:**  **(со ДДВ)** | | |  | | |

**Annex 2**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION**

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

***On company’s memorandum***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the BoQ and specifications and requirements of UNDP as per RFQ Reference No. 47/2012

Table 1:

**Please fill in the BoQ table provided in MKD, VAT exempted (as per the table above)**

**TABLE 2 :**

**Offer to Comply with Other Conditions and Related Requirements (please indicate with Yes/no)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Other Information pertaining to our Quotation are as follows :** | **Your Responses** | | |
| ***Yes, we will comply*** | ***No, we cannot comply*** | ***If you cannot comply, pls. indicate counter proposal*** |
| Delivery Lead Time |  |  |  |
| Validity of Quotation |  |  |  |
| All Provisions of the UNDP General Terms and Conditions |  |  |  |
| Other requirements *[pls. specify]* |  |  |  |

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

*[Name and Signature of the Supplier’s Authorized Person]*

*[Date]*

**Annex 3**



**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

**DEFINITIONS**

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

1. "Employer" means the United Nations Development Programme (UNDP).
2. "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
3. "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.
4. "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
5. "The Works" means the works to be executed and completed under the Contract.
6. "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
7. "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.
8. "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.
9. "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.
10. "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

**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.

**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.

**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.

**GENERAL DUTIES/POWERS OF ENGINEER**

1. The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
11. 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.
12. 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.
13. 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).

**CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES**

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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

**ASSIGNMENT AND SUBCONTRACTING**

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.

1. **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.

1. **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.

**DRAWINGS**

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.

1. **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.

1. **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.

**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.

**PERFORMANCE SECURITY**

1. 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.
2. 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.
3. 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.

**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.

**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.

**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.

**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.

**CHANGE ORDERS**

1. 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.
2. Processing of change orders shall be governed by clause 48 of these General Conditions.

**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.

**CONTRACTOR'S EMPLOYEES**

1. 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:
2. 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
3. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
4. 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.
5. 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.

**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.

**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.

**CARE OF WORKS**

1. 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.
2. 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.

**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:

1. 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;
2. 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;
3. 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.

**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:

1. The permanent use or occupation of land by the Works or any part thereof;
2. The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
3. 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.
4. 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.

**LIABILITY INSURANCE**

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.

1. **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.

1. **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.

**ACCIDENT OR INJURY TO WORKMEN**

1. 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.
2. 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.

**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.

**COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

1. 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.
2. 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.
3. **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.

1. **COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES**
2. 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.
3. 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.
4. **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.

1. **EXTRAORDINARY TRAFFIC AND SPECIAL LOADS**
2. 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.
3. 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.
4. **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.

1. **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.

1. **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.

1. **LABOUR**
2. **Engagement of Labour**

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

1. **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.

1. **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.

1. **Arms and Ammunition**

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

1. **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.

1. **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.

1. **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.

1. **Observance by Sub-Contractors**

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

1. **Legislation applicable to Labour**

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

**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.

**MATERIALS, WORKMANSHIP AND TESTING**

1. **Materials and Workmanship**
2. 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.
3. 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.
4. **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.

1. **Cost of Tests**

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

1. Those clearly intended by or provided for in the Contract Documents.
2. 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.
3. **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.

1. **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.

1. **REMOVAL OF IMPROPER WORK AND MATERIALS**
2. **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:

1. 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;
2. The substitution of proper and suitable materials; and
3. 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.
4. **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.

1. **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.

1. **POSSESSION OF SITE**
2. **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.

1. **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.

1. **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.

1. **TIME FOR COMPLETION**
2. 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.
3. The completion time includes weekly rest days, official holidays, and days of inclement weather.
4. **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.

1. **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.

1. **LIQUIDATED DAMAGES FOR DELAY**
2. 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.
3. 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.
4. **CERTIFICATE OF SUBSTANTIAL COMPLETION**
5. **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.

1. **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:

1. a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
2. 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.

1. **DEFECTS LIABILITY**
2. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **ALTERATIONS, ADDITIONS AND OMISSIONS**
2. **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:

1. increase or decrease the quantity of any work under the Contract;
2. omit any such work;
3. change the character or quality or kind of any such work;
4. change the levels, lines, positions and dimensions of any part of the Works;
5. 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.
6. **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.

1. **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.

1. **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.

1. **PLANT, TEMPORARY WORKS AND MATERIALS**
2. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **LIABILITY OF THE PARTIES**
2. 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.
3. 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.
4. **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.

1. **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.

1. **AUTHORITIES**
2. 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:
3. 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;
4. If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;
5. 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;
6. 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;
7. 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;
8. 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;
9. If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
10. 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **NOTICES**
2. 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
3. unreasonably withheld or delayed.
4. 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
5. delivering the same at the said address against an authorized signature certifying the receipt.
6. 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.
7. 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.
8. **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.

1. **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.

1. **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:

1. 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;
2. 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
3. suspension;
4. 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;
5. 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
6. 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.
7. **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' sole discretion:

1. any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
2. 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.

1. **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:

1. 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
2. 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.
3. **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' 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.