

Contract
For
Minor Works
With
Security Deposit

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Terms and Conditions of Invitation to Tender

(Contract for Minor Works with Security Deposit 2020)

DATE: / /2020

1. Tenderers are invited for the construction of:

Supply and Install of CCTV System at Jenin Boys School No.2

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2. Tenders shall be submitted on or before **11:00 a.m.**

On: /

At: **As specified by PLD**

in a sealed envelope plainly marked:

Supply and Install of CCTV System at Jenin Boys School No.2

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3. The following documents are attached hereto:

- a) Tender Form.
- b) Conditions of Contract for Minor Works.
- c) Appendix "A" to the Conditions of Contract.
- d) General Instructions and Notes on Pricing and Measurement.
- e) Quality Control Tests.
- f) Bills of Quantities.
- g) Drawings as listed in Appendix "B" to the Bills of Quantities.
- h) **UNRWA's** Specifications for Building Maintenance and Medium Building Construction Works.
- i) [Click here to enter text..](#)

4. The Tenderer shall return all documents duly completed and signed within his tender.

5. Each tender shall be accompanied by the following:

- a) A security deposit valid for **sixty (60)** calendar days from the date of the last day of submission of tenders and made payable to **UNRWA** in the amount of [**USD 700 (Seven hundred)**]. The security deposit will be returned to the unsuccessful tenderers within **sixty (60)** calendar days of the last day of submission of tenders.

Security deposits shall be accepted only if they are:

- 1) In the form of a bank guarantee or a stand-by letter of credit (LC); or
- 2) In the form of a bank draft or certified cheque.

Bank guarantees shall comply with the following conditions:

- 1) Provided by a fully licensed bank acceptable to **UNRWA**;
- 2) Approved by the authorized signatories;
- 3) Registered and stamped by the bank; and
- 4) Shall state the following conditions:
 - i. A promise to pay the order to **UNRWA** or its successors;
 - ii. Total amount of the legal currency;
 - iii. Payment at **UNRWA's** or its successor's first demand without reservation;

- iv. Promise to remain unconditional and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between **UNRWA** and the Contractor; and
 - v. The period of validity.
- b) A certified true copy of the Article of Association of the Company, Partnership or Firm, a certified copy of the Memorandum of Association, if any, a copy of the official gazette or gazettes showing the registration of the company, if any, or in the case of a sole owner, a signed statement indicating the name or names of the person or persons authorized to sign for him.
 - c) Information regarding the name or description of other work previously performed; value; date; architect or engineer responsible.
 - d) A cost analysis for each item of work contained in the Bills of Quantities, upon request.

NB: **UNRWA** may reject the Tender if any one of the above listed documents is not submitted with the Tender.

- 6. Tenders which are defective by reason of omissions, erasures, alterations or additions may be rejected as defective. **UNRWA** reserves to itself the right, however, to waive any such defect in Tenders received. It also reserves to itself, the right to reject any and all Tenders, including that of the lowest tenderer, for any reason whatsoever without disclosing the reason therefor.
- 7. Tenders will only be considered where unit rates are quoted in respect of every item required by the Tender documents; these unit rates shall be the sole basis on which Tenders will be considered.
- 8. The successful tenderer will be so informed by **UNRWA**, in writing, within a period of **sixty (60)** calendar days of the last day for submission of Tenders. The successful tenderer will then be required to sign the Contract and present the following documents:
 - a) A new security deposit in the amount of ten per centum (10%) of the total value of the Contract, such security deposit to be provided within five calendar days from the date of receipt of the notification of the acceptance of the tender. The security deposit must be (i) meet all of the applicable conditions as set forth under paragraph 5 (a) above, and (ii) valid from the date of the signature of Contract until the provisional acceptance of the work and forty (40) calendar days thereafter. It shall be retained by **UNRWA** as a security deposit subject to the relevant articles of the Contract. The temporary security deposit referred to in paragraph 5 (a) above shall be returned to the tenderer upon receipt by **UNRWA** of the aforesaid security deposit.
 - b) A proposed Program of work, upon request.
- 9. In the event, the successful tenderer fails or refuses to sign the Contract when requested by **UNRWA**, and/or fails or refuses to present the ten per centum (10%) security deposit the temporary security deposit referred to, in paragraph 5 (a) shall be forfeited.
- 10. In light of **UNRWA**'s contractual commitments to donors, **UNRWA** will publish the following information online:
 - a) Title of the contract/project,
 - b) Nature and purpose of the contract/project,
 - c) Name and address of the contractor, and
 - d) Amount of the contract/project.

Tender Form

(Contract for Minor Works with Security Deposit 2020)

TO: The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA),

1. I/WE the undersigned have read and understood the Terms and Conditions of Invitation to Tender and the documents and drawings mentioned therein issued by your **Chief Field Infrastructure and Camp Improvement Programme** concerning the construction of: **Supply and Install of CCTV System at Jenin Boys School No.2**

Hereinafter called the Works at:

Jenin Boys School No.2-Nablus Area

2. I/WE return herewith the Contract documents (duly completed and signed) enclosed with the Terms and Conditions of Invitation to Tender.
3. I/WE bind ourselves to carry out the subject Works in strict accordance with the following documents:
 - a) Tender Form.
 - b) Conditions of Contract for Minor Works.
 - c) Appendix "A" to the Conditions of Contract.
 - d) General Instructions and Notes on Pricing and Measurement.
 - e) Quality Control Tests.
 - f) Bills of Quantities.
 - g) Drawings as listed in Appendix "B" to the Bills of Quantities.
 - h) **UNRWA's** Specifications for Building Maintenance and Medium Building Construction Works.

[Click here to enter text.](#)

For the total sum of **(insert Contract amount)** on the basis of the quantities indicated in the Bills of Quantities and Summary, and to complete the said Works within **two (2) weeks**, commencing from the date the Site is handed over to me/us by the **UNRWA**.

4. This tender remains open to acceptance for a period of **sixty (60)** calendar days from **12:00 noon** of the last day for submission of tenders.
5. I/WE enclose herewith security deposit for the amount of **700 USD**, valid for **sixty (60)** calendar days from **12:00 noon** of the last day for submission of tenders.
6. I/WE recognize that tenders will only be considered where unit rates are quoted in respect of every item required in the tender documents and that these unit rates will be the sole basis on which tenders will be considered.
7. I/WE enclose herewith:
 - a) A certified copy of the Articles of Association of our Company, partnership or firm,
 - b) A certified copy of its Memorandum of Association, if any,
 - c) A copy of the official Gazette or Gazettes showing registration of the company, if any,
 - d) Or in the case of a sole owner, a signed statement indicating the name or names of

- the person or persons authorized to sign for him.
8. I/WE enclose a list of works previously carried out by me/us, together with their value, date of construction and name of architect or engineer responsible.
 9. I/WE bind ourselves to supply **UNRWA** with the cost analysis for each item of work contained in the Bills of Quantities, upon request.
 10. I/WE recognize that the tender may be rejected by **UNRWA** without disclosing the reason therefor.
 11. I/WE bind ourselves to supply **UNRWA** within five (5) calendar days from the date of receipt of notification of acceptance of my/our tender with a security deposit meeting all of the applicable conditions as set forth under paragraph 5 (a) above in page IT/2 and valid until forty (40) calendar days after the date of provisional acceptance of the Works, as notified to me / us in writing, in the amount of ten per centum (10%) of the total value of the Contract, to be retained by **UNRWA** as a security deposit in accordance with the General Conditions contained in the Contract, and upon request, the proposed Program of work.
 12. If I/WE are the successful tenderer and fail or refuse to sign the Contract when requested by **UNRWA** and/or fail or refuse to present the ten per centum (10%) security deposit, I/WE agree that the enclosed temporary security deposit shall be forfeited to **UNRWA**.

Signature of Tenderer

Signature of Witness

Name of Tenderer

Name of Witness

Address

Address

Date

Date

Contract for Minor Works with Security Deposit 2020**No.....**

This Contract made this

day of

by and between the **United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)**, hereinafter called the **Agency**, and
insert Contractor's name as shown in the company's commercial registration

hereinafter called the Contractor.

W I T N E S S E T HWhereas the **Agency** is desirous of**Supply and Install of CCTV System at Jenin Boys School No.2**

hereinafter called the Works at :

Jenin Boys School No.2-Nablus Area

and has caused Specifications and Bills of Quantities and Drawings as listed in Appendix B to the Bills of Quantities to be prepared showing and describing the work to be done; and

Whereas the Contractor undertakes to do and construct the Works in accordance with the Contract Documents, as hereinafter defined at the rates shown in the Bills of Quantities including any adjustments made in the Summary.

Now therefore it is hereby agreed as follows: -

The Contractor shall complete the Works, including but not limited to **Supply and Install of CCTV System at Jenin Boys School No.2**

Conditions of Contract**1 DEFINITIONS AND INTERPRETATION**

Definitions

- 1.1** “Works” means all the work necessary for the completion of the Contract including any variations ordered by the Director of Works.
- 1.2** “Contract” means the Agreement if any together with these Conditions of Contract the Appendix and other items listed in the Contract Schedule.
- 1.3** “Cost” means all expenditure properly incurred or to be incurred whether on or off the Site including overhead properly allocatable thereto but does not include any allowance for profit.
- 1.4** “Site” means the lands and other places on under in or through which the Works are to be constructed and any other lands or places provided by the Agency for the purposes of the Contract together with such other places as may be designated in the Contract or subsequently agreed by the Director of Works as forming part of the Site.
- 1.5** “Excepted Risks” are
- (a) the use or occupation by the Agency its agents servants or other Contractors (not being employed by the Contractor) of any part of the Permanent Works
 - (b) any fault defect error or omission in the design of the Works (other than a design provided by the Contractor pursuant to his obligations under the Contract)
 - (c) riot war invasion act of foreign enemies or hostilities (whether war be declared or not)
 - (d) civil war rebellion revolution insurrection or military or usurped power
 - (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Headings and marginal notes

- 1.6** The headings and marginal notes in the Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the Contract.

2 DIRECTOR OF WORKS

Director of Works to be a named individual

- 2.1** The Agency shall appoint and notify the Contractor in writing or alternatively state in the Contract a named individual to act as the Director of Works. If at any time the Director of Works is unable to continue the duties required by the Contract the Agency shall forthwith appoint a replacement and shall so notify the Contractor in writing. If the Contractor was not notified of a named individual, the Director of Works shall be the Chief Field Infrastructure and Camp Improvement Programme.
- 2.2** The Director of Works may appoint a named Resident Site Engineer and/or other suitably experienced person to watch and inspect the Works and the Director of Works may delegate to such person in writing any of the powers of the Director of Works herein provided that prior notice in writing is given to the Contractor.

Director of Works power to give

- 2.3** The Director of Works shall have power to give instructions for
- (a) any variation to the Works including any addition thereto or omission

instructions

therefrom

- (b) carrying out any test or investigation
- (c) the suspension of the Works or any part of the Works in accordance with Clause 2.6
- (d) any change in the intended sequence of the Works
- (e) measures necessary to overcome or deal with any obstruction of condition falling within Clause 3.8
- (f) the removal and/or re-execution of any work or materials not in accordance with the Contract
- (g) the elucidation or explanation of any matter to enable the Contractor to meet to meet his obligations under the Contract
- (h) the exclusion from the Site of any person employed thereon which power shall not be exercised unreasonably

2.4 The Director of Works or Resident Site Engineer and/or other suitably experienced person who exercises any delegated power shall upon the written request of the Contractor specify in writing under which of the foregoing powers any instruction is given. If the Contractor is dissatisfied with any such instruction he shall be entitled to refer the matter to the Director of Works for the decision.

Day works **2.5** The Director of Works may order in writing that any work shall be executed on a Day work basis. Subject to the production of proper records the Contractor shall then be entitled to be paid in accordance with a Day work Schedule included in the Contract or otherwise in accordance with a “Schedules of Day works” to be agreed in writing between the Agency and the Contractor.

Director of Works may suspend the progress of the Works **2.6** (1) The Director of Works may order the suspension of the progress of the Works or any part thereof and in such event may issue such instruction as may in his opinion be necessary to protect and secure the Works during the period of suspension.

(2) If permission to resume work is not given by the Director of Works within a period of 60 Calendar Days from the date of the written Order of Suspension then the Contractor may serve a written notice on the Director of Works requiring permission to proceed with the Works within 14 Calendar Days from the receipt of such notice. Subject to the Contractor not being in default under the Contract the Director of Works shall grant such permission and if such permission is not granted the Contractor may by a further written notice served on the Director of Works elect to treat the suspension where it affects a part of the Works as an omission under Clause 2.3(a) or where the whole of the Works is suspended as an abandonment of the Contract by the Agency. In this event the Contractor shall be informed, and final quantities shall be assessed by the parties not later than twenty-eight (28) Calendar Days from the date of the order to stop work. The Contractor shall be compensated, taking into consideration payments hitherto made to the Contractor and the state of completion of the Works, in an amount to be agreed by the parties hereto.

Parties bound by Director of Works **2.7** Each party shall be bound by and give effect to every instruction or decision of the Director of Works unless and until either

instructions

(a) it is altered or amended by an agreed settlement following a reference under Clause 11.1 and neither party gives notice of dissatisfaction therewith

or

(b) it is altered or amended by a decision of an arbitrator under Clause 11.2

3 GENERAL OBLIGATIONS

Contractor to perform and complete the Works

3.1 The Contractor shall perform and complete the Works and shall (subject to any provision in the Contract) provide all supervision labour materials plant transport and temporary works which may be necessary therefore

Responsibility for care of the Works

3.2 (1) The Contractor shall take full responsibility of the care for the Works from the starting date until the Director of Works issues a Certificate of Provisional Acceptance for the whole of the Works pursuant to Clause 4.5

(2) If the Director of Works issues a Certificate of Provisional Acceptance in respect of any part of the Works before completion of the whole of the Works the Contractor shall cease to be responsible for the care of that part of the Works and the responsibility of its care shall then pass to the Agency

(3) The Contractor shall take full responsibility for the care of any outstanding work which he has undertaken to finish during the Defects Correction Period until such outstanding work is complete

Contractor to repair and make good

3.3 (1) In case any damage loss or injury from any cause whatsoever (save and except the Excepted Risks) shall happen to the Works or any part thereof while the Contractor is responsible for their care 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 conform in every respect with the requirements of the Contract and the instructions of the Director of Works.

(2) To the extent that any damage, loss or injury arises from any of the Excepted Risks the Contractor shall if required by the Director of Works repair and make good the same at the expense of the Agency.

(3) 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 completing outstanding work or complying with his obligations under Clauses 4.7 and 5.2.

Contractor's authorized representative

3.4 The Contractor shall notify the Director of Works of the person duly authorized to receive instructions on behalf of the Contractor.

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| Setting out and safety of site operations | 3.5 | The Contractor shall take full responsibility for the setting out of the Works and for the adequacy stability and safety of his site operations and method of construction. In particular, the Contractor shall be responsible for the implementation of the safety requirements listed in the Appendix. |
| Director of Works to provide necessary information | 3.6 | Subject to Clause 3.5 the Director of Works shall be responsible for the provision of any necessary instructions drawings or other information |
| Contractor's responsibility for design | 3.7 | <p>(1) The Contractor shall not be responsible for the design of the Works except where expressly stated in the Contract.</p> <p>(2) The Contractor shall be responsible for the design of any temporary works other than temporary works designed by the Director of Works</p> <p>(3) The Contractor shall exercise all reasonable skill care and diligence in designing any part of the Permanent Works for which he is responsible.</p> |
| Adverse physical conditions and artificial obstructions-delay and extra cost | 3.8 | <p>(1) If during the carrying out of the Works the Contractor encounters any artificial obstruction or physical condition (other than a weather condition due to weather) which obstruction or condition could not in his opinion reasonably have been foreseen by an experienced Contractor the contractor shall as early as practicable give written notice thereof to the Director of Works</p> <p>(2) If in the opinion of the Director of Works such obstruction or condition could not reasonably have been foreseen by an experienced contractor then the Director of Works shall issue a variation certifying a fair and reasonable sum and the Agency shall pay such sum to cover the Cost of performing any additional work or using any additional plant or equipment as a result of</p> <p style="padding-left: 40px;">(a) complying with any instructions which the Director of Works may issue</p> <p style="padding-left: 40px;">and/or</p> <p style="padding-left: 40px;">(b) taking proper and reasonable measures to overcome or deal with the obstruction or condition in the absence of instruction from the Director of Works.</p> <p>Failing agreement of such sums the Director of Works shall determine the fair and reasonable sum to be paid.</p> |
| Facilities for other Contractors | 3.9 | The Contractor shall in accordance with requirements of the Director of Works afford reasonable facilities for any other Contractor employed by the Agency and for any other properly authorized authority employed on the Site. |

4 STARTING AND COMPLETION

Starting work **4.1** The Agency shall give the Contractor at least seven (7) Calendar Days' notice, in writing, of the date the Site will be handed over. The Contractor shall commence work within five (5) Calendar Days of the date of handing over of the Site and shall carry it out with all due diligence and without delay.

The Agency shall hand over the Site to the Contractor within **ninety (90)** Calendar Days of the date of this Contract unless otherwise agreed by the parties in writing. Should the Agency fail to hand over the Site to the Contractor within the period specified or within the period agreed in writing, the Contractor may serve notice on the Agency, cancelling the Contract.

Period for completion **4.2** The period or periods for completion shall be as stated in the Appendix or such extended time as may be granted under Clause 4.4 and shall commence on the starting date. The starting date shall be deemed not to exceed 5 Calendar Days after the Site handover (Clause 4.1).

Contractor's programme **4.3** The Contractor shall within 14 Calendar Days after Site handover (Clause 4.1) if so required provide a programme of his intended activities. The Contractor shall at all times proceed with the Works with due expedition and reasonably in accordance with his programme or any modification thereof which he may provide or which the Director of Works may request

Extension of the period for completion **4.4** If the period for completion of the Works or any part thereof is delayed for any of the following reasons

- (a) an instruction given under Clause 2.3 (a) (c) or (d)
- (b) an instruction given under Clause 2.3 (b) where the test or investigation fails to disclose non-compliance with the Contract
- (c) encountering an obstruction or condition falling within Clause 3.8 and/or an instruction given under Clause 2.3 (e)
- (d) delay in receipt by the Contractor of necessary instructions drawings or other information
- (e) failure by the Agency to give adequate access to the Works or possession of land required to perform the Works
- (f) delay in receipt by the Contractor of materials to be provided by the Agency under the Contract
- (g) exceptional adverse weather
- (h) other special circumstances of any kind whatsoever which in the opinion of the Agency are outside the control of the Contractor

then provided that the Contractor has taken all reasonable steps to avoid or minimize the delay the Director of Works shall upon a written request by the Contractor promptly by notice in writing grant such extension of time for completion of the whole or part of the Works as may in his opinion be reasonable. The extended period or periods for completion shall be subject to regular review provided that no such review shall result in a decrease in any extension of time already granted by the Director of Works.

Certificate of Provisional Acceptance of Works or part of Works

- 4.5** (1) Provisional Acceptance of the whole of the Works shall occur when the Works reach a state when notwithstanding any defect or outstanding items therein, they are taken or are fit to be taken into use or possession by the Agency
- (2) Similarly Provisional Acceptance of part of the Works may also occur if so required by the Agency but only if it is fit for such part to be taken into use or possession independently of the remainder
- (3) The Director of Works shall upon the Contractor's written request issue a Certificate of Provisional Acceptance certifying in writing the date on which the Works or any part thereof has reached Provisional Acceptance or otherwise advise the Contractor in writing of the work necessary to achieve Provisional Acceptance.

Liquidated damages

- 4.6** If by the end of the period or periods for completion (Clause 4.2) the Works have not reached the Provisional Acceptance stage the Contractor shall be liable to the Agency in the sum stated in the Appendix as liquidated damages for every day during which the Works so remain uncompleted up to the limit stated in the Appendix reduced in proportion to the value of those parts which have been certified as complete provided that the said limit shall not be reduced.

Provided that if after liquidated damages have become payable in respect of any part of the Works the Director of Works issues a variation under Clause 2.3(a) or an artificial obstruction or physical condition within the meaning of Clause 3.8 is encountered or any other situation outside the Contractor's control arises any of which in the opinion of the Director of Works results in further delay to the completion of that part of the Works.

- (a) the Director of Works shall so inform the Contractor in writing and
- (b) the Agency's further entitlement to liquidated damages in respect of that part of the Works shall be suspended until the Director of Works notifies the Contractor in writing that the further delay has come to an end.

Such suspension shall not invalidate any entitlement to liquidated damages which accrued before the period of delay started to run and any monies deducted or paid in accordance with this Clause may be retained by the Agency without incurring interest thereon.

Rectification of defects

- 4.7** The Contractor shall rectify any defects and complete any outstanding items in the Works or any part thereof which reach the Provisional Acceptance stage promptly thereafter or in such a manner and/or time as may be agreed or otherwise accepted by the Director of Works. The Contractor shall maintain any parts which reach Provisional Acceptance in the condition required by the Contract until Provisional Acceptance of the whole of the Works fair wear and tear excepted.

5 DEFECTS

Definition of Defects Correction Period
Cost of remedying defects

- 5.1** "Defects Correction Period" means the period stated in the Appendix which period shall run from the date certified as Provisional Acceptance of the whole of the Works or the last period thereof.
- 5.2** If any defects appear in the Works during the Defects Correction Period which are due to the use of materials or workmanship not in accordance

with the Contract the Director of Works shall give written notice thereof and the Contractor shall make good the same at his own cost.

Remedy for Contractor's failure to correct defects **5.3** If any such defects are not corrected within a reasonable time by the Contractor the Agency may after giving 14 Calendar Days written notice to the Contractor employ others to correct the same and the cost thereof shall be payable by the Contractor to the Agency.

Director of Works to certify Final Acceptance **5.4** Upon the expiry of the Defects Correction Period and when any outstanding work notified to the Contractor under Clause 5.2 has been made good the Director of Works shall upon the written request of the Contractor issue a Certificate of Final Acceptance certifying the date on which the Contractor completed his obligations under the Contract to the Director of Works' satisfaction.

Unfulfilled obligations **5.5** Nothing in Clause 5 shall affect the rights of either party in respect of defects appearing after the Defects Correction Period.

6 ADDITIONAL PAYMENTS

Director of Works to determine additional sums and deductions **6.1** If the Contractor carries out additional works or incurs additional cost as a result of any of the matters referred to in paragraphs (a) (d) or (e) of Clause 4.4 the Director of Works shall certify and the Agency shall pay to the Contractor such additional sum as the Director of Works, after consultation with the Contractor, considers fair and reasonable. Likewise the Director of Works shall determine a fair and reasonable deductions to be made in respect of any omission of work.

6.2 Same measures under 6.1 shall apply to paragraph (b) of Clause 4.4, only to the extent that those tests and investigations
 (i) are not covered by the Contract and
 (ii) the results do not fail the required standards.

Valuation of additional work **6.3** In determining a fair and reasonable sum under Clause 6.1 for additional work the Director of Works shall have regard to the prices contained in the Contract.

7 PAYMENT

Valuation of the Works **7.1** Payments under this Contract shall be on the basis of the quantities and the unit rates of the work actually ordered to be done and completed by the Contractor and not by way of a lump sum, the aforesaid payments shall be made in MONTHLY Instalment, each payment being certified by the Director of Works.

Interim statements **7.2** The Contractor shall submit to the Director of Works interim statements at intervals included for in the Appendix showing the estimated value of the Works executed up to the end of that period together with a list of any goods or materials delivered to the Site and their value and any other items which the Contractor considers should be included in an Interim Certificate.

Interim payments **7.3** Within 20 Calendar Days of the delivery of such statement the Director of Works shall certify and the Agency shall pay to the Contractor such sum as the Director of Works considers is properly due. The Director of Works

may by any certificate delete correct or modify any sum previously certified by him.

Contractor to submit final account **7.4** Within 20 Calendar Days after the issue of the Director of Works certificate under Clause 4.5 the Contractor shall submit a final account to the Director of Works together with any documentation reasonably required to enable the Director of Works to ascertain the final contract value. Within 20 Calendar Days after the receipt of this information the Director of Works shall issue the Final Certificate. The Agency shall pay to the Contractor the amount due thereon within 20 Calendar Days of the issue of the Final Certificate. This Final Certificate will be the Contractor's final account less Security Deposit during Defects Correction Period (Clause 12.3).

7.5 The Final Certificate shall save in the case of fraud or dishonesty relating to or affecting any matter dealt with in the certificate conclusive evidence as to the sum due to the Contractor under or arising out of the Contract unless either party has within 28 Calendar Days after the issue of the Final Certificate given notice under Clause 11.1.

8 ASSIGNMENT AND SUB-CONTRACTING

Assignment **8.1** Neither the Agency nor the Contractor shall assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other party which consent of the other party which consent shall not unreasonably be withheld.

No Sub-contracting without consent of the Director of Works **8.2** The Contractor shall not Sub-contract the whole of the Works. The Contractor shall not Sub-contract any part of the Works without the consent of the Director of Works which consent shall not unreasonably be withheld.

Contractor responsible for Sub-contractors **8.3** The Contractor shall be responsible for any acts defaults or neglects of any Sub-contractor, his agents, servants or workmen in the execution of the Works or any part thereof as if they were the acts defaults or neglects of the Contractor.

9 STATUTORY OBLIGATIONS

Contractor to comply with statutory requirements **9.1** The Contractor shall comply with and give all notices required by any statute, statutory instrument, rule or order or any regulation or by-law applicable to the construction of the Works (hereinafter called "the statutory requirements") and shall pay all fees and charges which are payable in respect thereof.

Agency to obtain consents **9.2** The Agency shall be responsible for obtaining in due time any consent approval licence or permission but only to the extent that the same may be necessary for the Works in their permanent form.

10 LIABILITIES AND INSURANCE

Workmen's Compensation Insurance **10.1** (1) The Contractor shall at all times be liable for, shall indemnify the Agency in respect of, and shall maintain at his expense such insurance with a Company approved by the Director of Works that will protect him as well as the Agency from any and all claims, damages, losses

and expenses arising or resulting from injury, sickness, disease or death of any of person employed by the Contractor.

(2) The Workmen's Compensation Insurance must also cover the activities and employees of any Sub-contractors of the Contractor.

**Third Party /
Public
Liability
Insurance**

10.2 The Contractor shall at all times be liable for, shall indemnify the Agency in respect of, and shall maintain at his expense such insurance with a company approved by the Director of Works that will protect him as well as the Agency from any and all claims for damages, including those from Agency employees, due to bodily injury or death of any persons as well as from claims due to damage to adjoining or other real or personal property which may arise from and during operations under this Contract whether such operations be by himself or by any Sub-contractor or anyone directly or indirectly employed by him. This insurance shall be in an amount which is satisfactory to the Director of Works.

Fire Insurance

10.3 (1) The Contractor shall at all times be liable for and shall indemnify the Agency in respect of all damage occasioned by fire and shall maintain at his expense Fire Insurance upon the entire structure on which the work of this Contract is to be done to one hundred per centum (100%) of the insurable value thereof unless the Director of Works decides otherwise, including items of labour and materials connected therewith, whether in or adjacent to the Works insured, and materials in place or to be used as part of the Works.

(2) The Contractor shall provide said Fire Insurance in the joint names of himself and the Agency. Any loss sustained is to be made adjustable and payable to the Agency.

(3) This insurance will not cover any tools, equipment or plant owned by the Contractor, his mechanics or Sub-contractors since the provision for this insurance is designed for the sole protection of the Agency and its property.

(4) The Fire Insurance must also cover the activities of any Sub-contractor, and those deemed to be Sub-contractors.

**Insurance in
the joint
names**

10.4 Insurance under Clauses 10.1 to 10.3 shall be in the joint names of the Agency and the Contractor, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Agency and the Contractor for the sole purpose of rectifying the loss or damage.

**Contractor's
non-
compliance
with
insurance
requirements**

10.5 If the Contractor fails or refuses to provide the aforesaid insurance, the Agency may, at its discretion, after notice as provided for in the Contract, cancel this Contract and /or utilize the Security Deposit as well as any sums due to the Contractor, and procure the insurance on behalf of the Contractor without prejudice to any other rights that it may have in law or equity.

11 DISPUTES

Settlement of disputes

11.1 (1) If any dispute or difference of any kind whatsoever shall arise between the Agency and the Contractor in connection with or arising out of the Contract or the carrying out of the Works whether arising during the progress of the Works or after their completion it shall be settled according to the following provisions.

(2) In the event of any dispute arising from the interpretation or application of the terms and conditions of this Contract because of translation into other languages the English version shall be considered as the authentic text.

(3) Any dispute shall be decided according to the provisions of this Contract. To the extent that these provisions do not fully cover the particular matter in dispute recourse may be had to the general principles of law and the *Lex Loci Contractus* shall not have any overriding effect but may afford evidence of such general principles.

Appointment of arbitrator

11.2 Any dispute arising out of the interpretation or application of the terms of this Contract shall, unless settled by direct negotiations, be referred to an Arbitrator who shall be appointed jointly by the parties. Should the parties not agree within thirty (30) Calendar Days after request for arbitration by either party as to the choice of the Arbitrator, the appointment shall be made by the Secretary General of the Permanent Court of Arbitration (PCA) upon request of either party in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the "PCA Arbitration Rules"). The decision of the Arbitrator shall be final and binding upon the parties. It is understood, however, that the provisions of this Clause and the submission of the Agency to an Arbitrator do not constitute a waiver by the Agency of its immunity from any form of legal process.

12 SECURITY DEPOSIT

Performance Security Deposit

12.1 At or before the signing of this Contract, the Contractor shall provide and constantly maintain a valid Bank Guarantee (or a cash deposit) in a sum amounting to ten percentum (10%) of the total amount of the Contract which shall be retained by the Agency as security for the faithful performance of this Contract until Provisional Acceptance of the Works and for forty Calendar Days thereafter, subject, however, to the provisions of Clause 12.3 below.

Agency's right to appropriate the Security Deposit

12.2 Should the Contractor breach any of the terms and conditions of the Contract by his acts or omission, the Agency shall request him to remedy the breach. Should the Contractor fail to remedy the breach, the Agency shall serve notice on him requiring him to remedy the breach within such period of time as it shall fix. In the event the Contractor fails or refuses to remedy the breach within the time fixed, the Agency shall have the right to appropriate the said Security Deposit or any portion thereof and/or withhold any sums due to the Contractor without prejudice to any other rights which it may have in law or equity to cover any loss of damage which it may have incurred or sustained as a consequence thereof.

**Security
Deposit during
the Defects
Correction
Period**

- 12.3** The Agency shall return the Security Deposit, or the remaining part of it in case part of it has been appropriated, to the Contractor within the forty Calendar Days period stipulated in clause 12.1 above, providing that a new Security Deposit in the sum of five percentum (5%) of the amount of the Contract is provided by the Contractor and given to the Agency as security for any defect which may be found in the Works during the period from Provisional Acceptance to Final Acceptance (Defects Correction Period).

**Agency's right
to terminate
Contract**

13 TERMINATION OF CONTRACT

Without prejudice to the terms of this Contract, the Agency may terminate the Contract if the Contractor should be adjudged a bankrupt, or if he becomes insolvent, or if he persistently disregards the instructions of the Director of Works, or if he has committed any other breach of this Contract. In such event, the Agency may appropriate the Security Deposit and/or withhold any sums due to the Contractor without prejudice to any other rights which it may have in law.

14 SAFETY MEASURES

The Contractor is responsible for providing as is reasonably practicable, a safe and healthy working environment for his employees and others, who may be present on or in the immediate vicinity of the construction site. The Agency reserves the right to refuse permission to execute Works or to defer payments to the Contractor if the Works are unsafe or if adequate safety measures are not implemented. The safety measures as noted in the Appendix shall be required as minimum measures and the execution of which shall not relieve the Contractor from his overall responsibility for safety of the Site and operations.

15 TAX EXEMPTION

**Privileges and
Immunities of
the United
Nations**

- 15.1** Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs (including the Agency), is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the Agency from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the Agency to determine a mutually acceptable procedure.

- 15.2** The Contractor authorizes the Agency to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the Agency before the payment thereof and the Agency has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the Agency with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the Agency shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the Agency and paid by the Contractor under written protest.

**Value Added
Tax** **15.3**

The Agency shall not be liable to the Contractor for any indirect taxes, including those that Contractor has to pay in connection with the Works such as, without limitation, value-added tax (VAT) relating to equipment and materials purchased by the Contractor or services received by the Contractor.

16 OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of the Agency has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

17 CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the Agency to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18 FORCED OR COMPULSORY LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) employs "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the Agency to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

19 MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the

Contract and that any breach of this representation and warranty shall entitle the Agency to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

20 SEXUAL EXPLOITATION

The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle the Agency to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

The Agency shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of the Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

21 TERRORISM

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary, affiliated entities (if any), suppliers, personnel and employees is engaged in any transactions with, and/or the provision of resources and support to, individuals and organisations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the Agency to terminate the Contract immediately upon notice to

the Contractor, without any liability for termination charges or any other liability of any kind.

22 HOST COUNTRY REQUIREMENTS FOR COVID-19 PANDEMIC

Given the prevailing situation presented by the COVID-19 pandemic and until the Host Government declares that the effect of this pandemic is contained and no more precautions are required, the **selected construction contractor** is reminded that it will be required to abide by all relevant Host Government and Agency instructions on health and safety procedures and protection measures to limit the spread of COVID-19.

UNRWA expects the **selected construction contractor** to openly communicate with the Agency about any emerging situation, identifying the challenges presented, in order for the **selected contractor** and the Agency to work toward mutually acceptable resolutions in accordance with the terms of the contract. As per the contract, UNRWA reserves the right to inspect the Site to monitor that at all stages of the project all relevant health and safety requirements are adhered to by the **selected contractor**, and to exercise any and all remedies under the contract.

In particular, the **selected contractor** will be required to demonstrate that it has incorporated COVID-19 transmission and prevention measures into all job hazard analyses and pre-task safety planning for all work activities as needed.

23 MISCELLANEOUS

Waiver **23.1** No waiver or waiver of any breach, of any provision of this Contract shall be deemed to be a waiver of any other provision or of any future breach of that provision.

| | | |
|-----------------------|-------------|---|
| Applicable Law | 23.2 | <p>This Contract shall be governed by and construed in accordance with general principles of international commercial law. If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Contract shall remain valid and be enforced to the fullest extent possible.</p> |
|-----------------------|-------------|---|

| | | |
|-------------------------|-------------|---|
| Entire Agreement | 23.3 | This Contract and its Appendix may be modified or amended only upon the written agreement of the parties, and this Contract and its Appendix, as amended, represent the entire agreement and understanding between the parties with respect to the subject matter hereof. |
|-------------------------|-------------|---|

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have set their hands to duplicates, both of which shall be deemed as original, the day and year first above written.

.....
For and on behalf of the
Contractor

.....
For and on behalf of the
Agency

W I T N E S S E S (*)

| | | |
|-------|-----------|-------|
| | Signature | |
| | Name | |
| | Address | |
| | | |
| | | |

* if necessary

Appendix “A” to the Conditions of Contract

(to be prepared before tenders are invited and to be included with the documents supplied to prospective tenderers)

1. Name of Director of Works (Clause 2.1)

.....

2. Name of the Resident Site Engineer (Clause 2.2)

.....

3. Period for completion (Clause 4.2)

.....Two weeks.....

4. Periods for completion of parts of the Works if applicable and details of the work to be carried out within each such part (Clause 4.2)

| | Details of Work | Period for completion |
|--------|-----------------|-----------------------|
| Part A | | |
| Part B | | |

5. Liquidated damages (Clause 4.6)

.....\$50/Day of delay.....

6. Defects Correction Period (Clause 5.1)

.....52 weeks.....

7. Amount of Performance Security 10% (Clause 12.1)

.....

8. Amount of Defects Correction Security 5% (Clause 12.3)

.....

9. Safety Measures:

Notwithstanding overall safety requirements the Contractor’s attention is drawn to the following specific requirements in particular:-

| | |
|----------------------------------|---|
| Hard Hat | All employees, visitors, office staff must wear a hard hat on the job site |
| Foot Protection | Sturdy shoes must be worn; safety shoes are preferred. Sandals or open toes shoes are not permitted. Rubber boots must be worn for work in concrete or other caustic type materials. |
| Eye & Face Protection | Protective eye or face protection must be worn when operating machinery which present potential eye or face injury from physical, chemical or radiation agents. |

| | |
|---|---|
| First Aid | Basic first aid facilities must be available on site. |
| Ladders | Ladders must be constructed of sound materials and in good condition. Ladders must be properly secured and extend at least 1.0 meters above the landing. |
| Scaffolds | All scaffolding must be erected and maintained to conform with established standards. All scaffolding must have solid footing and anchoring. All scaffolds must be at least 4 boards wide. No employee should be permitted to work from a single plank. |
| Materials handling & Storing | All materials must be properly stocked and secured to prevent sliding, falling or collapse. Materials and equipment must be stored/stacked in an organised manner. |
| Electrical and Mechanical Tools & Equipment | All Electrical and Mechanical tools and equipment used on the job site must conform to the requirements of standard codes. All exposed metal parts of electrical tools and equipment must be sufficiently earthed. Only employees who are authorized and who are sufficiently trained are permitted to work on or repair electrical equipment. |
| Safety Barriers at Floor Openings and Stairwells | All significant openings, which are more than 2.0 meters above ground level, must have adequate clearly marked safety barriers. All barriers must be securely fixed to the existing superstructure by a suitable approved fixing assembly. All barriers are subject to the approval of the Director of Works or his representative. |
| Housekeeping | All stairways, passageways and gangways shall be kept free from materials, supplies and obstructions of every kind. Materials and supplies shall be kept away from the edges of hoistways, stairways, floor openings and suspended slabs. Protruding nails in re-useable boards, planks, and timbers shall be removed. Protruding nails in scrap timber shall be bent flush, hammered-in or removed. All open sides, which are 2.0 meters above ground level must be clearly demarked either with guard rails, or a suitable visual barrier (e.g. plastic tape, etc.). Adequate barricades, signs etc. must be provided as required at or near trenches or other excavations. |

General Instructions and Notes on Pricing and Measurement

1. Generally

(A) Description

The description given against the items in the Bills of Quantities do not necessarily describe fully all the work to be performed. The Contractor shall refer to the Contract Documents and these Notes wherein the work to be executed and the materials supplied for each item in the Bills of Quantities is fully shown and/or described.

(B) Measurements

- a) Unless otherwise stated, all work has been and/or will be measured net as executed or fixed in place with no allowance made for laps or waste.
- b) The dimensions given in the Bills of Quantities are generally in the sequence **LENGTH-WIDTH-HEIGHT**.
- c) All quantities have been taken up or down to the nearest meter (or other unit) and where exactly half a meter (or other unit) results the quantities have been taken to the meter (or other unit) above. The same procedure will be followed for any re-measurements.
- d) The quantities given for each item in the Bills of Quantities are the estimated quantities of the work to be executed. Re-measurement of the works shall be carried out and the measurements recorded in a measurement book to be agreed by the Contractor and the Director of Works representative.
- e) The quantities for items stated to be provisional in the Bills of Quantities are indicative only where the exact nature of the works cannot be determined at the time of the production of Contract documents, and these shall be re-measured in accordance with the instructions given hereafter.
- f) The quantities for works under provisional sums shall be estimated by the Director of Works before instructing any works under this sum. The value of the final works shall be determined in accordance with actual quantities after re-measurement or on the basis of lump sum as the case may be in the original instructions of the Director of Works.

(C) Pricing

- a) The Contractor shall satisfy himself as to the meaning of every item in the bills of quantities and the rates and prices inserted by the Contractor against the items shall be deemed to include for all his obligations under the Contract and for all other matters and things necessary for the proper construction, completion and maintenance of the Works including, but not limited to, all temporary work, the provision and use of all plant and equipment (both mechanical and non-mechanical):
Shifting, altering and adapting the temporary work, plant and equipment as required during the progress of the Works and

removing on completion including making good any work or surface disturbed; providing samples of materials and/or workmanship as detailed in the Specification; the provision of bonds and guarantees; all work in connection with the measurement of the Works and the preparation of the final account, profit, all establishing charges, overheads and other on-costs of whatsoever nature. No claim will be considered in respect of any or all these items.

- b) Prices for all items shall be deemed to include for all straight raking and circular cutting and consequent waste.
- c) The Contractor shall price all items which he considers to have a value. Items which are not priced by the Contractor will be deemed to be of no value and their price has been included in the price of other items.
- d) The Contractor shall produce a detailed analysis of his unit rates to the Director of Works within twenty-four (24) hours of being requested to do so.
- e) The Contractor is requested to price identical items in the Bills of Quantities at the same rates.
- f) Contractors are instructed not to give discount on the summary page of the tender. If a discount is offered on the summary page as lump sum or as a percentage, the **Agency** shall at its own discretion, and with no need for the approval of the bidder, calculate the discount as a percentage of the total value of the bid and apply that percentage on each unit rate offered.

(D) Quantities

- a) The quantities given in the Bills of Quantities have been calculated from the drawings listed in Appendix “B” in accordance with the method of measurements stated under the trade headings set out hereinafter.
- b) The quantities given in the Bills of Quantities may be used as a basis for ordering materials, but should be checked before any orders are placed. No claim for extra or delay will be entertained should the quantities given in the Bill of Quantities prove to be inaccurate.

2. EXCAVATION AND EARTHWORKS

(A) Measurements

- a) Excavation shall be measured by cubic volume. The volume shall be calculated by taking the area of the slab, bed, footing, base and the like and multiplying by the vertical depth. No allowance will be made for increase in bulk after excavation. No allowance will be made for working space.
- b) Trench excavation for drain and water pipes and electricity cables and excavation for manholes and percolation pits is included in the items of pipework, cabling manholes and percolation pits and will not be measured separately.
- c) Hardcore or Granular Fill beds shall be measured by cubic volume. The volume shall be calculated by taking the area of the bed and multiplying by the consolidated depth, including finishing, to a maximum depth of 15cm. Filling required below this 15cm depth is intended to be of suitable materials from the excavation and no extra will be paid for Hardcore or granular fill used in lieu thereof.

(B) Rates

- a) Rates for excavation shall include for:
 - i. Clearing the Site of all rubbish, debris, shrubs, trees, bushes, plants, fence, and the like including grubbing up roots and foundations prior to the commencement of the Works.
 - ii. Excavation to any depth.
 - iii. Excavation in any material whatsoever found, including rock.
 - iv. Excavation circular on plan.
 - v. Allowance for working space.
 - vi. Excavating below water-table level.
 - vii. Keeping excavations clear of water.
 - viii. Levelling, ramming, trimming and grading bottoms of excavations in rock.
 - ix. Planking and strutting.
 - x. Selecting suitable material from the excavations and returning, filling and ramming in layers around foundations and to underside or hard-core beds including all multiple handling and transport about the Site.
- b) Rates for hard-core beds shall include for:
 - i. Trimming and levelling ground under.
 - ii. Ramming and consolidation.
 - iii. Loss of bulk in consolidation.
 - iv. Finishing top surface to receive concrete, paving and the like.

3. CONCRETE WORK

(A) Measurements

- a) Concrete work shall be measured net.

No deductions will be made for:

- i. The volume of concrete displaced by embedded steel,
 - ii. Voids not exceeding 0.10 meter super in concrete measured superficially.
 - iii. Voids not exceeding 0.05 meter cube in concrete measured cube.
- b) Solid concrete slabs shall be measured superficially. All other concrete work will be measured cube except where otherwise stated below.
- c) Forming channels (where measured separately) in concrete shall be measured run.
- d) Forming urinal slots including trades in concrete shall be measured by number.
- e) Precast concrete:
- i. Paving slabs shall be measured superficially,
 - ii. Sills, copings and rainwater channels shall be measured run,
 - iii. Manhole covers and latrine slabs shall be measured by number.
- f) Expansion Joint:
- i. Filler shall be measured superficially,
 - ii. Pointing shall be measured run.
- g) Concrete items forming part of manholes and percolation pits are included in the items of manholes and percolation pits and will not be measured separately.
- h) Concrete slabs shall be measured superficially for the full thickness over beams and the like.
- i) Drop beams and the like shall be measured only as the portion projecting from the slab or other work.
- j) Concrete columns shall be measured the full height taken through slabs, beams and the like.
- k) Hollow block in slabs shall be measured superficially, or by number.

(B) Rates

- a) Rates for concrete work shall include for:
- i. Supply and storage of cement
 - ii. Supply and storage of aggregates and water,
 - iii. Mixing and placing in position,
 - iv. Packing and tamping around reinforcement,
 - v. Vibrating (if specified),
 - vi. Grading, tamping and trowelling,

- vii. Formwork, shuttering and supports,
- viii. Supplying reinforcement and storing on Site including cutting, bending and fixing in position and providing all tying wire, distance places spacers,
- ix. Finish to exposed faces,
- x. Curing,
- xi. Work of any cross-sectional area,
- xii. Work at any height,
- xiii. Curved work,
- xiv. Forming mortices and grouting in,
- xv. Forming grooves, throats, holes, chases, re-bates, chamfers, splayed angels, mouldings and the like,
- xvi. Casting in or cutting and pinning plugs, holdfasts, brackets, and the like,
- xvii. Hoisting to any height and bedding, jointing and pointing,
- xviii. Wall ties.

4. BLOCKWORK

(A) Measurements

- a) Blockwork shall be measured net. No deductions will be made for voids or openings of less than **0.10 m²** in area.
- b) Blockwork shall be measured superficially except for walls less than 25cm in height which shall be measured run.
- c) Courses of solid blockwork in hollow block walls shall be measured run.
- d) Forming openings through block walls (other than honeycomb walls and Claustra walling) shall be measured by number.
- e) Thickness given refers to the thickness shown on the drawings and no allowance will be made for any additional thickness due to uneven or bad workmanship.
- f) Ventilating pipes shall be measured by number.

(B) Rates

- a) Rates for blockwork shall include for:
 - i. Supply and storage of cement
 - ii. Supply and storage of aggregates, water and other materials,
 - iii. Manufacture and curing of blocks,
 - iv. Laying blocks including horizontal and vertical mortar joints,
 - v. Work of all Classifications in any location,
 - vi. Finishing fair and pointing to exposed faces,
 - vii. Rough and fair cutting,

- viii. Cutting or leaving holes, chases, grooves, mortices, sinkings and the like and making good,
- ix. Cutting and pinning or building in ends of lintels, steps, timbers, rails, brackets, steel sections and the like, and making good,
- x. Concrete filling and reinforcing rods to cavities at quoins and door and window openings,
- xi. Cutting and bonding at angles, intersections and the like.

b) Rates for ventilating pipes shall include for:

- i. Cutting and pinning or building in,
- ii. Accessories.

5. STONEMWORK

(A) Measurements

- a) Thicknesses given refer to the nominal thickness or the thickness shown on the drawing. No allowance will be made for any additional thickness due to uneven or bad workmanship or to variations in the thickness of the stone.
- b) Stonework shall be measured in square meters, net as laid, with the surface area of Jambs, Lintels & Sills added, with no allowance made for Lintels, Jambs, Sills, Quoin stones... etc.
- c) Rubble stone walls shall be measured by volume and/or in square meters as specified in the Bills of Quantities.
- d) Coping Stones shall be measured in Linear Meter for each Width & Thickness.
- e) Other stone items shall be measured net as listed in the Bill of Quantities.

(B) Rates

- a) Rates for stone work shall include for:
 - i. Supply and storage of cement
 - ii. Supply and storage of stone, aggregates, water and other materials,
 - iii. Laying stones including coursing, bonding, and all mortar joints,
 - iv. Work of all classifications in any location,
 - v. Face or surface finishing including all openings, returns, reveals and the like,
 - vi. Rough and fair cutting,
 - vii. Tying to backing material,
 - viii. Concrete backing where included with stonework

- item,
- ix. Cutting or leaving holes, chases, grooves, mortices, sinkings and the like, and making good,
- x. Cutting and pinning or building in ends of lintels, steps, timbers, rails, brackets, steel sections and the like, and making good.

6. CARPENTRY AND JOINERY WORK

(A) Measurements

- a) Sizes of timber given in the Bills of Quantities are finished sizes after planning to provide wrought faces.
- b) Sizes of doors shall be taken over the frame and shall include transom lights, sidelights and the like. The finished floor level shall be taken as the bottom of the floor and frame.
- c) Sizes of fittings shall be taken as the gross overall measurements including legs, bearers, brackets and the like.
- d) Display board panels shall be measured superficially.
- e) Purlins, coat rail, display board and chalkboard frames, chalk trays, pelmets, shelves, shelf divisions, and worktops shall be measured run.
- f) Doors, pairs of doors, benches and chalkboards shall be measured by number.

(B) Rates

- a) Rates for carpentry and joinery work shall include for:
 - i. Any length of timber,
 - ii. Joints in the running length of timber,
 - iii. Raking, curved or circular work and labours,
 - iv. Framing,
 - v. Forming holes, angles, ends, mitres, rebates, splayed edges, grooves, chamfers, scribed edges, rounded edges, rounded corners, notches, sinkings, fitted ends, far ends and the like,
 - vi. Cutting and fitting around obstructions.
 - vii. Forming mouldings,
 - viii. Nosings, bed moulds, margins, and the like,
 - ix. Facing and edging to block-board,
 - x. Bedding and painting,
 - xi. Grounds, blockings and backings,
 - xii. Plugging concrete, blockwork, and stonework, and making good,
 - xiii. Ironmongery including screws, temporary fixing, re-fixing, oiling and adjusting,
 - xiv. Providing two keys for each lock including tagging,

- xv. Hardware including nails, screws, dowels, cramps and the like,
- xvi. Steel legs, brackets, bearers and other supports including painting,
- xvii. Glass and glazing including cutting to size and putty,
- xviii. Fly-screening including cutting to size,
- xix. Preparing surfaces to receive finishes,
- xx. Painting, varnishing, polishing, oiling, and the like, to any area or width in any location including work in multicolours and cutting in edges.

7. METALWORK

(A) Measurements

- a) Items of steel which are measured by weight shall have the weight calculated from the standard weight tables with no allowance made for rolling margin.
- b) Windows, doors, pairs of doors and gates shall be measured by number.
- c) Curtain tracks and expansion joint covers shall be measured by run.
- d) Mesh to screens shall be measured superficially.
- e) All other metalwork shall be measured by weight.

(B) Rates

- a) Rates for metalwork shall include for:
 - i. Preparing shop drawings,
 - ii. Cutting,
 - iii. Assembling,
 - iv. Welding and grinding,
 - v. Drilling, countersinking, screwing, bolting and riveting,
 - vi. Bedding and pointing,
 - vii. Lugs, plugs, holdfasts and the like,
 - viii. Ironmongery including temporary fixing, refixing, oiling and adjusting,
 - ix. Providing two keys for each lock and padlock including tagging,
 - x. Hardware including cramps, dowels, and the like,
 - xi. Glass and glazing including cutting to size and putty,
 - xii. Preparing surfaces for and painting one coat of primer before fixing,
 - xiii. Painting to any area or width in any location including work in multicolours and cutting in edges.

8. PLASTERWORK AND OTHER WALL, FLOOR & CEILING FINISHES

(A) Measurements

- a) All finishes shall be measured net. No deductions will be made for voids not exceeding **0.50 m²** in areas measured superficially.
- b) All finishes, except skirting and sills, shall be measured superficially.
- c) Skirting and sills shall be measured run.

(B) Rates

- a) Rates for finishes shall include for:
 - i. Supply and storage of cement
 - ii. Supply and storage of aggregates and water,
 - iii. Mixing,
 - iv. Hacking concrete, applying cement slurry or raking out joints of blockwork to form key,
 - v. Application to any surface,
 - vi. Any width or area,
 - vii. Any location and any height,
 - viii. Beds, bedding and backing,
 - ix. Finish to surface,
 - x. Finish to edges and arises,
 - xi. Grouting and pointing,
 - xii. Making good around steel sections, pipes, tubes, bars, brackets, outlets and the like,
 - xiii. Finish to falls, cross-falls and currents,
 - xiv. Forming bays including joints,
 - xv. Treating surfaces with dust proofer, hardener and the like,
 - xvi. Ends, intersections, angles, ramps, and the like on skirting,
 - xvii. Forming rounded top edges and coves at bottom on skirting.
- b) Rates for tiling shall include for:
 - i. Purpose made tiles including round edge tiles and bull-nosed tiles.
- c) Rates for Precast terrazzo items shall include for:
 - i. Forming holes,
 - ii. Forming grooves.

9. ROOF FINISHES

(A) Measurements

- a) All finishes shall be measured net.
- b) All finishes, except triangular shaped fillets and cement and sand lining to gutters, shall be measured superficially.
- c) Triangular shaped fillets and cement and sand lining to gutters shall be measured run.

(B) Rates

- a) Rates for cement and sand work shall include for:
 - i. Supply and storage of cement
 - ii. Supply and storage of aggregates and water,
 - iii. Mixing,
 - iv. Hacking concrete, applying cement slurry or raking out joints of blockwork to form key,
 - v. Application to any surface,
 - vi. Any width or area,
 - vii. Finish to surface,
 - viii. Finish to falls, cross-falls and currents,
 - ix. Forming bays including joints,
 - x. Finish to edges and arises,
 - xi. Making good around steel sections, pipes, tubes, bars, brackets, outlets, and the like,
 - xii. Ends, intersections, ramps, and the like on fillets.
- b) Rates for water proofing shall include for:
 - i. Preparation of surface,
 - ii. Any area or width,
 - iii. Cutting in edges.
- c) Rates for roof sheeting shall include for:
 - i. Side and end laps,
 - ii. Fixings including bolts, hook bolts, screws and washers,
 - iii. Sheets of any width or length.

10. PLUMBING WORK

(A) Measurements

- a) All plumbing work, except rainwater pipes and water supply pipework in water points, shall be measured by number.
- b) Rainwater pipes and water supply pipework in water points shall be measured run over fittings.
- c) Pipework in frames to shading sheds shall be measured run over fittings.

(B) Rates

- a) Rates generally shall include for:
 - i. Cutting or forming all chases, holes, and the like,
 - ii. Pipe sleeves,
 - iii. Fixing brackets, clips, holderbats, hangers, and the like,
 - iv. Temporary and final fixing,
 - v. Nails, screws, bolts, nuts, washers, holes, plugs, and the like,
 - vi. Building in or cutting and pinning,
 - vii. Testing and drawings,
 - viii. Painting,
 - ix. All work of other trades in connection with plumbing work including all making good.
- b) Rates for sanitary fittings, isolated taps and gullies shall include for:
 - i. All pipework in connection therewith and connections thereto including connection to the nearest manhole of gully and to the cold water storage tank.
- c) Rates for pipework including pipework in frames to shading sheds shall include for:
 - i. Joints in the running length,
 - ii. Nipples, connections, sockets, ferrules, couplings, back-nuts, unions, and the like,
 - iii. Bends, elbows, tees, reducers, access doors, cleaning eyes, blank caps, stop valves, and the like,
 - iv. Welded joints and connections including grinding,
 - v. Lagging and wrapping,
 - vi. Excavation, bedding and backfilling

11. ELECTRICAL WORK**(A) Measurements**

All electrical work shall be measured by number.

(B) Rates

- a) Rates generally shall include for:
 - i. Cutting or forming all chases, recesses, holes and the like,
 - ii. Conduit sleeves,
 - iii. Fixing brackets, clips, holderbats, hangers, and the like,
 - iv. Temporary and final fixing,
 - v. Nails, screws, bolts, nuts, washers, holes, plugs, and the like,
 - vi. Building in or cutting and pinning,
 - vii. Testing and drawings,
 - viii. Painting,
 - ix. All work of other trades in connection with electrical work including all making good.

- b) Rates for fittings, switches, and fuseboards shall include for:
 - i. Conduit and wiring to and between fittings, switches, and fuseboards (except connections to supply company's main) including all fittings, boxes, connectors and the like and making connections,
 - ii. Lamps, bulbs, tubes and the like,
 - iii. Plates and covers,
- c) The rate for the connection to the Supply Company's main shall include for:
 - i. All the supply company's charges for making the connection to the main,
 - ii. Wiring or cabling between the supply company's mains and the distribution board,
 - iii. Underground conduit and junction boxes including excavation and backfilling,
 - iv. Poles including insulators.

12. GLAZING WORK

(A) Measurements

Glass and glazing work is included with the items in which the glass is fixed and will not be measured separately.

(B) Rates

a) Rates for glass and glazing work shall include for:

- i. Any size, shape and area,
- ii. Glazing to wood or metal,
- iii. Bedding edges,
- iv. Labours to edges,
- v. Drilling holes and grinding.

13. PAINTING AND DECORATING

(A) Measurements

- a) Painting and decorating to walls, ceilings and the like shall be measured superficially.
- b) Painting and decorating to all other surfaces, items and things are included in the items of surfaces, items and things, and will not be measured separately.

(B) Rates

a) Rates for painting and decorating work shall include for:

- i. Preparing of surface including puttying, sealing and priming,
- ii. Any area or width,
- iii. Any location,
- iv. Work in multicolours,
- v. Cutting in edges.

14. DEMOLITIONS AND ALTERATIONS

(A) Measurements

- a) Unless otherwise stated, old materials shall be understood to become the property of the Contractor and shall be cleared away; Old materials required to remain the property of the **Agency** shall be so described; setting aside and storing of such materials shall be given in the description.
- b) Removing individual fittings, fixtures engineering installations or the like from and existing structure shall be given as an item; stating the size, or enumerated. Those required to be set aside for re-fixing shall be so described.
- c) Removing finishing or coverings to existing structures shall be given as items, indicating the quantity, or in square meters, stating the nature of the finishing or coverings.
- d) Demolishing individual structures or part thereof, shall be given as an item, stating the dimensions. Alternatively, demolishing all structure on Site may be given as one item.
- e) Cutting openings in existing structures and alterations to existing structures shall be given either as an item or enumerated, stating the size of the opening and the type and thickness of the existing structure. Making good all work damaged shall be understood to be included. The provision of new lintels shall be included in the description of such work.
- f) The provision of temporary screens and coverings to protect the existing structure shall be understood to be included in the demolition and alteration items.
- g) Shoring incidental to demolitions and alterations, together with clearing away and making good all work damaged, shall be understood to be included. Shoring, other than that incidental to demolitions and alterations, shall be given as an item stating the locations; clearing away and making good all work damaged shall be understood to be included.

(B) Rates

a) Rates shall include for:

- i. Labour, material and plant,
- ii. Temporary propping or shoring incidental to the Works,

- iii. Protection of adjacent buildings,
- iv. Temporary screens and protection of remaining finishing and structures,
- v. Clearing all debris from Site,
- vi. Making good finishes and structures disturbed,
- vii. Disposal of old materials by Contractor unless otherwise stated in the description,
- viii. Removal of old materials to **Agency** store where these are to be retained by the **Agency**.

15. PARTICULAR NOTES ON PRICING AND MEASUREMENT OF PLUMBING WORK

Further to the notes included on page GI/11 of this document, the rates for sanitary fittings shall allow for all waste pipes to ground floor level only. All underground soil and waste pipes are measured separately in the internal plumbing and drainage sections.

Quality Control Tests

1. PRICING

- a) The Contractor shall not be entitled to additional allowance for carrying out these tests as it should be understood that the cost will have already been allowed for in the Contract's Unit Rate.

2. CONDITIONS OF CONTRACT

2.1 General Conditions

Materials failing to comply with the specified tests shall be removed from the Site and substituted with proper materials. The replacement materials shall also be subject to testing according to the discretion of the Director of Works and all additional testing costs shall be borne by the Contractor.

- a) Test results should comply with Local Standards in the Country where the Project is executed in addition to the following Standards: AASHTO T27, T89, T90; ASTM C156, C39-C86, C116-90, C97, D1556-90, D1557-90, D3282-88, D1559, D3549-77; BS 4131-73 Part B, BS 4131-73 Part A, BS 7263 Part 1:1990, BS 340.

2.2 Special Conditions

(To be completed by the Director of Works as applicable)

Insert any requirements/e.g. tests to be carried out by the Contractor

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1. List of TESTS to be carried out for all Construction Projects (Where Applicable). The Decision on the applicability of such tests on any particular project is left to the judgment of the Director of Works.

- | | |
|-------------------------------|--|
| 3.1 Earthworks: | <ol style="list-style-type: none"> a) Examination of Fill Material for compliance with specifications. b) Field Density test. |
| 3.2 Concrete Works: | <ol style="list-style-type: none"> a) Mix Design. b) Slump test. c) Cube/Cylinder Compressive Strength test. |
| 3.3 Reinforcing Steel: | <ol style="list-style-type: none"> a) Steel tensile test. b) Visual test of steel for rust, straightness, suitability for use; including measuring the diameter with a precision calliper. |
| 3.4 Mechanical Works: | <ol style="list-style-type: none"> a) Water Network pressure test. b) Gas Network pressure test. c) Drainage Network leakage test. |

- d) Equipment test:
 - 1) Contractor should provide evidence that the equipment has passed the manufacturer's Quality Control tests
 - 2) Includes all requirements specified in Contract Documents such as {Add-on's, connecting parts...etc.}.
- e) PVC pipes: Pressure and thickness test or a certificate of compliance with local standards.

3.5 Electrical Works:

- a) Electrical resistance of earthling: For power sockets equal or less than 2 ohms, for computer sockets equal or less than 0.5 ohms.
- b) Continuity test: connection of cables according to local standard.
- c) Insulation resistance test or a certificate of compliance with local standards.
- d) Equipment test:
 - 1) Contractor should provide evidence that the equipment has passed the manufacturer's Quality Control tests
 - 2) Includes all requirements specified in Contract Documents such as {Add-on's, connecting parts...etc.}.
- e) Electrical PVC Conduits: Type and thickness to comply with local standards.

3.6 Concrete Blocks:

3.7 Tiling Works:

- a) Compressive Strength test.
- a) Transverse (Crushing) test.
- b) Abrasion test: results should comply with local standards.
- c) Water Absorption test.
- d) Surface thickness test: White cement part.
- a) Asphalt Content test.

3.8 Asphalt Mix:

- b) Compaction test.
- c) Thickness test.

3.9 Concrete Curb Stones:

- a) Compressive Strength test.

3.10 Painting:

- a) Paint analysis test or a certificate of compliance with local standards.