[***SCHEDULE PREPARATION GUIDANCE NOTES:***

***PLEASE DELETE THESE NOTES BEFORE ISSUING THE CONTRACT TO TENDERERS.***]

***Throughout the Schedules there are guidance notes which are shown in brackets, bold and italics and are highlighted in various colours.***

***1. Drafting notes and examples***

***Square brackets around bold, italic text highlighted grey (including this text) indicate "drafting notes" or "examples". This text must be deleted prior to finalising the Contract Conditions and before the Contract is issued to tenderers.***

***2. Fields to be populated before the Contract is issued to tenderers***

***Square brackets around bold, italic text which is highlighted yellow, for example "***[***insert***]***", indicate that you are required to either:***

1. ***insert new text; or***
2. ***choose between the alternatives offered within the square brackets, or***
3. ***delete the text,***

***Any yellow highlighted text fields must be completed and the square brackets, italic and yellow highlight removed prior to finalising the schedules ready to be issued to tenderers.***

***3. Fields to be populated during negotiations and prior to signing the execution version of the Contract.***

***Square brackets around bold, italic text which is highlighted blue, for example "***[***insert***]***", indicate information which will be finalised, agreed and completed by UNOPS in conjunction with the preferred tenderer during negotiations.***

***Any blue highlighted text fields must be completed and the square brackets, italic and blue highlight removed prior to finalising the execution version of the Contract ready to be issued to HQCPC and before the final Contract is signed.***

***4. Other general notes***

***(a) It is important that you complete the Schedules in sufficient detail to enable the tenderers to understand UNOPS’ project specific requirements and their obligations. This will assist tender evaluations, enable tenderers to provide realistic prices and also reduce the scope for requests for further information and extensions to the tender closing date.***

***(b) If there is too much information to be physically included in the Schedules, appropriate documents, for example drawings, general/particular/technical specifications and UNOPS’ internal guidelines and procedures manuals can be incorporated by reference within the Schedules and annexed to the Contract. Where this is done, the Schedule must clearly identify the documents by author, title, date and revision number. The Schedule must also clearly identify the annexure number or tender package volume number. For example:***

***In preparing any design, the Contractor must comply with the technical standard entitled "XYZ” and dated June 2009, which is included in Annexure A [Technical Standards]***

***(c) Care must be taken when using information and/or old schedules which have been prepared for a previous project, as they may not be appropriate or contain sufficient detail for a different works package.***

***(d) Care must also be taken to ensure that the content of the Schedules are consistent with the General and Particular Conditions of the Contract. To ensure consistency, the project specific and technical information to be inserted in the Schedules, should be prepared and reviewed by the project team in conjunction with reading the General and Particular Conditions.***

***(e) The Schedules also contain certain forms of agreements, guarantees and warranties. These are standard forms.***

***(f) Any external consultants preparing tender documents should be made familiar with this Contract and the Schedules.***

***PLEASE DELETE THESE NOTES BEFORE ISSUING THE CONTRACT TO TENDERERS.***]

Schedule 1

Schedule of Details

|  |  |
| --- | --- |
| Accepted Contract Amount (Sub-Clause 1.1) | [***Accepted Contract Amount to be inserted in words and figures***] |
| Contractor’s Representative (Sub-Clause 1.1) | [***name, position title and contact details to be inserted*** ] |
| Defects Notification Periods (Sub-Clause 1.1) | 12 months |
| Employer’s Representative (Sub-Clause 1.1) | TBD. [***insert name, position title and contact details***] |
| Latent Defect Periods (Sub-Clause 1.1) | If nothing is stated, then no Latent Defects Period will apply, and the Contractor remains liable at Law for defects. |
| Project (Sub-Clause 1.1) | The design, supply, construction, commissioning, testing and completion, including the remedying of all defects, for the Rehabilitation of Small Irrigation Facilities and Village Accessibility in Dehsabz Area, Kabul Province Project. |
| Time for Completion (Sub-Clause 1.1) | **Whole of the Works**  18 months from the Date of the Contract. |
| Address for Service of Notices and Communications (Sub-Clause 1.3) | **Employer**  Attention:[***insert***]  Position title:[***insert***]  Address:[***insert***]  Facsimile Number: [***insert***]  Email Address: [***insert***]  **Contractor**  Attention:[***to be inserted*** ]  Position title:[***to be inserted*** ]  Address:[***to be inserted*** ]  Facsimile Number: [***to be inserted*** ]  Email Address: [***to be inserted*** ] |
| Time(s) for access to and possession of site (Sub-Clause 2.1) | **Parts of the Site**  [***[insert date/s for each part of the Site as set out in the Schedule of Site Plan]***  **Sections**  [***Section [insert section number consistent with the Schedule of Sections] - [insert no.] [insert actual date]. Note: repeat for other sections or delete this paragraph entirely if there are no separate dates for access to Sections (if any)***] |
| Amount of Bank Guarantee for performance (Sub-Clause 4.2) | The amount of the Bank Guarantee for performance to be provided under Sub-Clause 4.2(a) is the amount equal to 10% of the Accepted Contract Amount.  The amount of any additional Bank Guarantee to be provided under Sub-Clause 4.2(c) is the amount equal to 10% of the amount by which the Contract Price has increased. |
| Delay Damages for failure to provide or maintain diversions for roads (Sub-Clause 4.13) | Not Applicable. |
| Working hours  (Sub-Clause 6.5(a)) | 08:00 – 16:30 hrs (except for the holy month of Ramadan, where the normal marking working hours may apply). |
| Delay Damages for failure to complete the Works within the Times for Completion (Sub-Clause 8.7) | **Whole of works:** 0.1% of the total contract amount per day after the contracted completion date. |
| Maximum amount of Delay Damages (Sub-Clause 8.7) | The greatest of 10 % of the Contract Price. |
| Allowance for overhead charges and profit for provisional sums if Plant, Materials or services are purchased by the Contractor. (Sub-Clause 13.5) | NA. |
| Limit of Retention Money and percentage deduction for Retention (Sub-Clause 14.3) | The sum of 10% of the value of the amounts calculated under Sub-Clause 14.3(b)(i)&(ii) shall be retained from each and every payment up to a maximum of10% of the Contract Price. |
| Currencies of payment  (Sub-Clause 14.15) | United States Dollar (US$). |
| Amount of the aggregate limit of liability (Clause 17.6(b)) | The Contract Price. |
| Senior Representatives (Sub-Clause 1.1 & 20.3(b)) | **Employer**  [***insert name, position title and contact details***]  **Contractor**  [***insert name, position title and contact details***] |
| Arbitration  (Sub-Clause 20.3(e)) | The place of the hearing, if any, shall be determined at the time the dispute arises. |

Schedule 2

Schedule of Site Plan

1. The project improves the existing 4km of road from Bakhtiaran to Deh yahya connecting to Bagram road with asphalt facing in Dehsabz District, Kabul Province. The contractor will be granted possession of site under Sub-Clause 2.1., including area for a site facilities. Drawings show the location and site details.
2. The contractor will have to make all effort to hinder as minimum as possible the flow of vehicular traffic on roads. The contractor should supply a safety plan within 2 weeks of the entering into the contract that should show a detour plan and satisfactorily outline of safety measures to satisfy work. The detour routes will be subject to change at the discretion of the Employer and the contractor will have to consult for alternative option as needed.
3. The contractor will be responsible for provision of all utilities required, the security of the site including safeguarding of all material, plant, and equipment at the site is responsibility of the contractor.
4. The Contractor should provide proper site offices and facilities including for use by UNOPS personnel consisting of double 20 ft container with windows and AC, a small kitchenette, water cooker, pots, dishes, and kitchen ware for 6 individuals, and a toilet facility with clean running water. Included is provision of drinking water, tea, coffee, milk, salt and pepper with expenses not to exceed USD200 per month.
5. The Contractor shall communicate and coordinate with local communities closely and frequently so as to proceed the construction work smoothly.

Schedule 3

Schedule of Specification

The project improves the existing 4km of road from Bakhtiaran to Deh yahya connecting to Bagram road with asphalt facing in Dehsabz District, Kabul Province. Drawings show the location and site details..

Enclosed Technical Specification in **Annexure A to this contract** provides requirements for accomplishing the construction.

Schedule 4

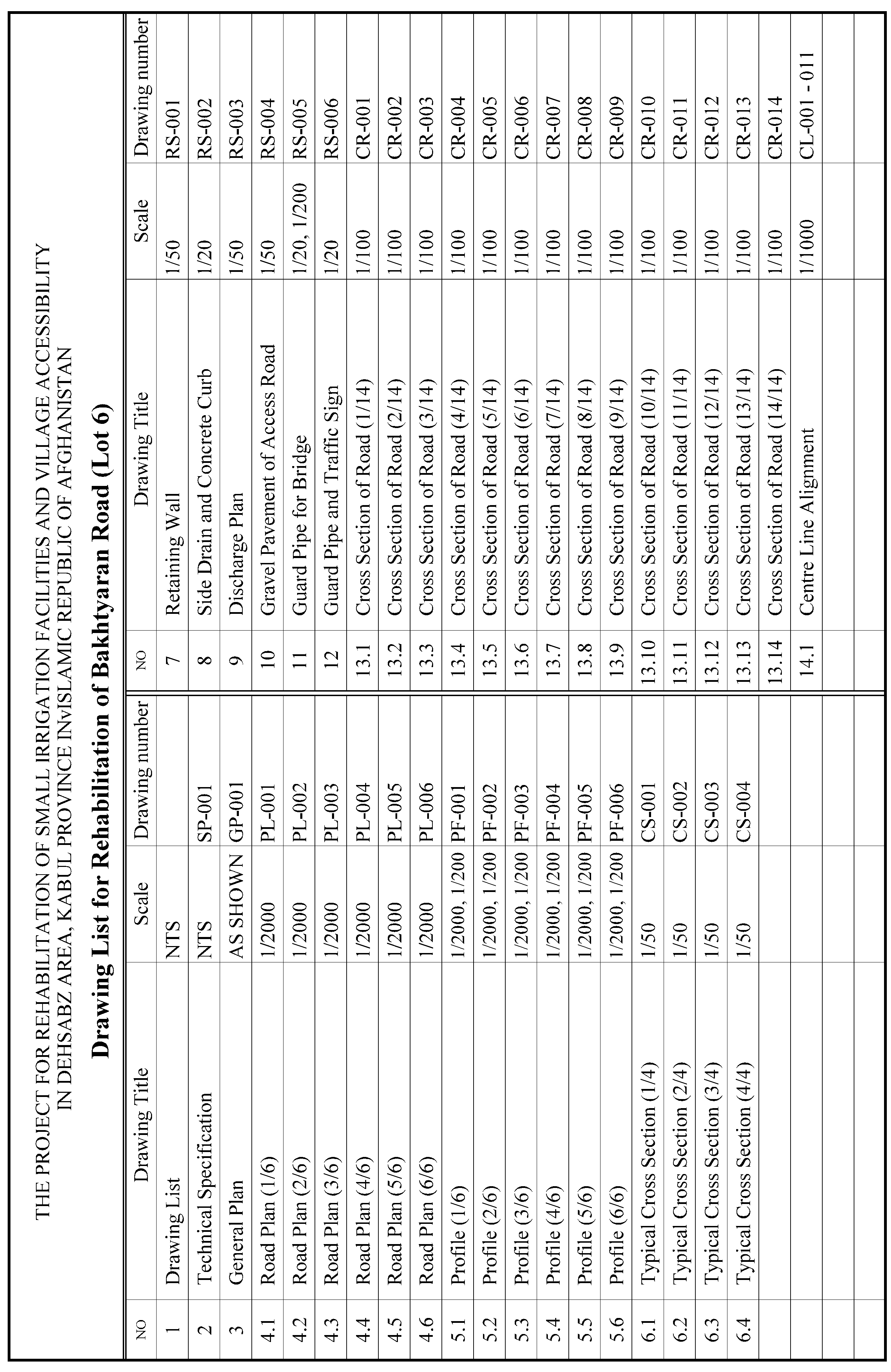
Schedule of Drawings

The Drawings are annexed to the Contract in Annexure ***"B"*** to the contract.

The complete list of the Drawings is set out on the sheet**:** “LIST OF DRAWINGS”, in Schedule 4-Appendix A.

Schedule 4-Appendix A

LIST OF DRAWINGS



Schedule 5

Schedule of Sections

Not Used.

Schedule 6

Schedule of Forms of Security

(A) Form of Bank Guarantee for Performance

(B) Form of Bank Guarantee for Advance Payment

(C) Form of Parent Company Guarantee

(D) Form of Legal Opinion

**BANK GUARANTEE FOR PERFORMANCE**

[***On the letterhead of the Bank***]

Date:  [***insert***]

To: Mr. Peter Krogh Sorensen

Operations Centre Director and Representative Afghanistan Operations Centre (AGOC)

United Nations Office for Project Services (UNOPS)

UNOCA Compound, Jalalabad Road Industrial Zone Kabul, Afghanistan

Dear Mr. Sorensen,

**Lot 6, Improvement of 4.0km road from Bakhtiaran to Deh yahya contract - Bank Guarantee for Performance**

**Construction Contract - Bank Guarantee for Performance**

You entered into a contract dated [***insert date***] with [***insert***] ("**Contractor**") titled **Lot 6, Improvement of 4.0km road from Bakhtiaran to Deh yahya Contract** Construction Contract for the [***insert name of the project***] for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

We, [***insert Bank***], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to ***10*%** of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum and will reduce to ***5*%** of the Contract Price upon the issue of the Taking Over Certificate. This Guarantee will automatically become null and void on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable US$ (**United States Dollar**) free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

* time, lenience or tolerance which you may grant to the Contractor;
* amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
* intermediate payment or other fulfilment made by us;
* change in the constitution or organisation of the Contractor; or
* other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which the [***insert Bank***] has duly executed this Guarantee on the date stated above.

|  |  |  |
| --- | --- | --- |
| **SIGNED** by [***insert***]  as attorney for [***insert***]  under power of attorney dated [***insert***]  in the presence of  ………………………………….  Signature of witness  ………………………………….  Name of witness (block letters)  ………………………………….  Address of witness  ………………………………….  Occupation of witness | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | ……………………………………………...  By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney |

**Address for notices**

[***insert address***]

**BANK GUARANTEE FOR** **ADVANCE PAYMENT**

[***On the letterhead of the Bank***]

Date:  [***insert***]

To: [***insert***]

[***insert***]

United Nations Office for Project Services (UNOPS)

(Name and address of the Employer)

Dear [***insert***]

**[*insert works title*] Construction Contract – Bank Guarantee for Advance Payment**

You entered into a contract dated [***insert date***] with [***insert***] ("**Contractor**") titled [***insert contract title***] Construction Contract for the [***insert name of the Project***] for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

In consideration of your paying the sum of [***insert amount***] as an advance payment to the Contractor under the Contract ("**Advance Payment**") we, [***insert Bank***], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding [***insert amount***] ("**Guaranteed Sum**").

This Bank Guarantee for Advanced Payment ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum. For each of the interim payments after the advance payment is made, that are made by you to the Contractor, the proportion of the Guaranteed Sum that is payable to you will be reduced by [***insert % stated in Schedule of Payments***], thereby reflecting the amortization rate set out in the Schedule of Payments in the Contract.

This Guarantee will automatically become null and void upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Contractor.

Any payment by us to you in accordance with this Guarantee must be in immediately available and freely transferable [***insert currency***] free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Additionally, our obligations do not require any previous notice to be given to the Contractor and do not require that any claim be made against the Contractor. Further, our obligations will not be discharged and will not be otherwise prejudiced or adversely affected by any:

* time, lenience or tolerance which you may grant to the Contractor;
* amendment, modification or extension which may be made to the Contract or the Works performed under the Contract;
* intermediate payment or other fulfilment made by us;
* change in the constitution or organisation of the Contractor; or
* other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which the [***insert Bank***] has duly executed this Guarantee on the date stated above.

|  |  |  |
| --- | --- | --- |
| **SIGNED** by [***insert***]  as attorney for [***insert***]  under power of attorney dated [***insert***]  in the presence of  ………………………………….  Signature of witness  ………………………………….  Name of witness (block letters)  ………………………………….  Address of witness  ………………………………….  Occupation of witness | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney |

Address for notices

[insert address]

**FORM OF PARENT COMPANY GUARANTEE**

[***On the letterhead of the Parent Company***]

Date:  [***insert***]

To: [***insert***]

[***insert***]

United Nations Office for Project Services (UNOPS)

(Name and address of the Employer)

Dear [***Insert***]

[***insert works title***] **Construction Contract - Parent Company Guarantee**

You entered into a contract dated [***insert date***] with [***insert***] (“**Contractor**”) titled [***insert contract title***] Construction Contract for the [***insert name of the Project***] for certain works and services (“**Works**”) to be undertaken by the Contractor (“**Contract**”).

The Contractor has agreed to procure the provision of a parent company guarantee (“**Guarantee**”) from [***insert***] (“**Guarantor**”).

The Guarantor guarantees to the Employer that the Contractor will perform, carry out, execute and discharge the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) of the Contractor in connection with the Contract.

In the event that the Contractor fails to perform, carry out, execute and discharge any of the duties, responsibilities, obligations (including any contingent obligations and any obligations to pay money) and liabilities of the Contractor in connection with the Contract (“**Default/s**”), the Guarantor must, on demand from the Employer:

(a) perform, carry out and discharge in accordance with the Contract, the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) the subject of the Default/s; and

(b) indemnify the Employer with respect to all damages, losses, costs, charges and expenses suffered by the Employer with respect to the Default/s to the extent to which the Contactor is liable to the Employer and the Employer has a right of recovery against the Contractor pursuant to the Contract.

Notwithstanding any provision in this Guarantee to the contrary, the Guarantor will have the full benefit of all defences, set-offs, counterclaims, reduction, diminution or limitations of liability available to the Contractor pursuant to or arising from the Contract.

If a law requires the Guarantor to deduct:

(a) an amount in respect of any taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) (“**Taxes**”); or

(b) any interest, penalties, fines and expenses in connection with the Taxes

### from a payment due under this Guarantee with the result that the Employer would not actually receive on the due date the full amount provided for under the Contract, the Guarantor must pay an additional amount so that the Employer receives from the Guarantor the full amount the Employer would have received on the due date if no deductions had been required.

The provisions of this Guarantee will remain in full force and effect, even if:

(a) the Contract is varied, modified, changed or prematurely terminated; or

(b) the Contractor and/or the Employer is or may be in breach of the Contract.

This Guarantee will expire on the earlier of 10 years after the date of the Taking-Over Certificate issued pursuant to the Contract or when all obligations and liabilities of the Contractor under the Contract have been carried out, completed and discharged in accordance with the Contract.

This Guarantee neither forms part of the Contract nor affects the provisions of the Contract.

The Guarantor acknowledges that the Employer is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

Each person executing this Guarantee states that he or she has authority to represent and bind the Guarantor.

IN WITNESS of which the [***insert Parent Company***] has duly executed this Guarantee on the date stated above.

|  |  |  |
| --- | --- | --- |
| **SIGNED** by [***insert***]  as attorney for [***insert***]  under power of attorney dated [***insert***]  in the presence of  ………………………………..  Signature of witness  ………………………………..  Name of witness (block letters)  ……………………………….  Address of witness  ……………………………….  Occupation of witness | )  )  )  )  )  )  )  )  )  )  )  )  )  )  )  ) | By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney |

Address for notices

[***insert address***]

Form of legal opinion

**Company**

[***insert name of company***]

**Documents**

[***insert name of documents***]

**Form of opinion text**

On the basis of the assumptions and subject to the qualifications set out in this opinion, we are of the opinion that:

(a) the Company is incorporated and validly existing under the laws of [*insert country of incorporation*] and is capable of suing and being sued in its corporate name;

(b) the company has:

(i) the corporate power to enter into each Document and to observe its obligations under them; and

(ii) taken all corporate action required on its part to authorise the execution, delivery and observance of each document;

(c) the obligations of the Company under each document are valid, binding and enforceable in accordance with its terms;

(d) the execution and delivery by or on behalf of the Company of each document and the observance by the company of its obligations under them has not violated and will not contravene:

(i) any law in force in [*insert relevant opinion country*] applicable to companies or transactions generally; or

(ii) any stock exchange rules and regulations of [*insert relevant opinion country*]; or

(iii) its constitution;

(e) each authorisation necessary under the laws in force in [*insert relevant opinion country*] applicable to companies generally for the company to enter into each Document and observe obligations under them has been obtained;

(f) the Documents are in proper form for enforcement in the appropriate courts of [*insert relevant opinion country*];

(g) claims against the Company under each document will rank at least equally with the claims of all its unsecured and unsubordinated creditors (other than creditors mandatorily preferred by law);

(h) the Company does not enjoy any immunity from suit in [*insert relevant opinion country*] nor are its assets exempt from execution;

Schedule 7

Schedule of Contract Price

###### **Contract Price**

The Contract Price shall be agreed or determined under Sub-Clause 12.3 [*Evaluation*] and shall be subject to adjustments only in accordance with the Contract.

1. **Accepted Contract Amount**

The Accepted Contract Amount is [insert amount in figures and words].

1. **Bill of Quantities**

A detailed breakdown of the Contract Price is set out in the "Bill of Quantities" in Schedule 7 - Appendix A.

The quantities, rates and prices in the Bill of Quantities may also be used when determining the value of Variations, only to the extent that the description and scope of such rates and prices are directly comparable to the scope of the Variation, and there are no existing comparable rates or prices in the Schedule of Rates for Variations.

Where a price or rate for an item listed in the Bill of Quantities is not priced, such price or rate is deemed be included in other rates or prices contained in the Bill of Quantities.

1. **Provisional Sum Items**

There are no provisional sum items.

1. **Schedule of Rates for Variations**

* The quantities, rates and prices in the Bill of Quantities may also be used when determining the value of Variations, only to the extent that the description and scope of such rates and prices are directly comparable to the scope of the Variation.
* Where a price or rate for an item listed in the Bill of Quantities is not priced, such price or rate is deemed be included in other rates or prices contained in the Bill of Quantities.

1. **Schedule of Daywork Rates**

Not used.

1. **Adjustments for Changes in Cost**

The Contract Price will not be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works.

**Schedule 7 - Appendix A**

**BILL OF QUANTITIES**

The Bill of Quantities is annexed to the Contract in Annexure C.

**Schedule 7 - Appendix B**

**SCHEDULE OF VARIATION RATES**

**NOT USED**

**Schedule 7 - Appendix C**

**SCHEDULE OF DAYWORK RATES**

**NOT USED**

Schedule 8

Schedule of Payments

**1. Advance Payment**

Upon receipt of the Statement, Bank Guarantee for performance and Bank Guarantee for advance payment referred to in Sub-Clause 14.2 [Advance Payment] the Employer will pay the Contractor 10 % of the Accepted Contract Amount as a loan for mobilisation and design.

The Employer will deduct 10 % from each subsequent application for interim payment until the advance payment amount is repaid in accordance with Sub-Clause 14.2 [Advance Payment].

**2. Applications for Interim Payments**

On the last day of each month the Contractor must submit an Application for Interim Payment in accordance with Sub-Clause 14.3.

The Employer's Representative is not bound to issue an Interim Payment Certificate in an amount which would be less than US$20,000 Twenty thousand.

The Employer’s representative will review and verify the invoice and recommend/approve or reject or ask for modification (as the case may be) after thorough spot checks, quality checks and measurements.

**3. Plant and Materials listed for payment when delivered to the Site**

**Not Used**

**4. Plant and Materials listed for payment when shipped to the Country**

**Not Used**

Schedule 9

Schedule of Programme

(A) Approved Preliminary Programme

(B) Milestone Dates

(C) Contract Programme Requirements

**(A). Approved Preliminary Programme**

The Approved Preliminary Programme is attached to this Schedule and set out immediately after this page.

[***insert the Approved Preliminary Programme*** ]

**(B). Milestone Dates**

The Contractor must complete the following Milestones by the corresponding Milestone Dates:

|  |  |  |
| --- | --- | --- |
| **No.** | **Milestone** | **Milestone Date** |
| 1 | [***insert a detailed description of the Milestone.***]  [***for example: The supply, construction, commissioning, testing and completion of Road Section XX .***] | [***insert date***] |
| 2 | [***insert a detailed description of the Milestone.***] | [***insert date***] |
| 3 | [***insert a detailed description of the Milestone.***] | [***insert date***] |
| 4 | [***insert a detailed description of the Milestone.***] | [***insert date***] |
| 5 | [***insert a detailed description of the Milestone.***] | [***insert date***] |

If no Milestones are listed above, then no Milestones apply and the Contractor must still complete the whole of the Works by the Time for Completion.

**(C). Contract Programme Requirements**

**[Note: *this section is to set out the programme requirements consistent with the general conditions. An example is provided below- amend as required:*]**

***Within 10 days after the Date of the Contract, the Contractor must submit to the Employer’s Representative a draft Contract Programme incorporating all timing requirements of the Contract, in accordance with Sub-Clause 8.3 of the General Conditions. Upon approval and certification by the Employer’s Representative, the draft Contract Programme, or resubmission thereof, will become the Contract Programme.***

***The draft Contract Programme must be in such form and detail as the Employer’s Representative requires and shall contain as a minimum:***

1. ***a work plan by which the Contractor proposes to carry out the Works***

***for the: (1) bridge and, (2) roads work located on the bridge north side.***

***The plan should show implementation against time of labor, material,***

***plant and equipment to build the project with the contract time ;***

1. ***the time limits within which submission of any Contractor’s Documents are required under the Contract; and***
2. ***all other requirements specified in this Schedule 9 Section (C) "Programme Requirements".***

***The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works.***

***The Contract Programme shall be resource loaded and include material, plant and labor. The labor resource assignment shall be further broken down to clearly identify types (trade and/or discipline) and number of resources allocated to an activity.***

***The Contract Programme must include a detailed CPM logic linked network with activity durations and resource allocations. Negative lags and/or SF (start – finish) relationships are not to be used in developing the Contract Programme.***

***The Contract Programme will be prepared in electronic format using a recognised computer programme or as otherwise directed by the Employer’s Representative.***

***The Contract Programme will be coded as such to identify the work packages within the scope of work and each ID will be in a format approved by the Employer’s Representative. Additionally, the Contract Programme will also identify the life-cycle phases of the work to be carried out i.e. Design, Procurement, Construction, and Commissioning & Handover.***

***The Contract Programme must be accompanied by and/or detail:***

1. ***a programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;***
2. ***a general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works;***
3. ***the critical path for the Works and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity;***
4. ***Details, and durations on Site, of the resources proposed to achieve the Contract Programme;***
5. ***A manpower (resource) histogram detailing cumulative and monthly volumes by trade for the duration of the Works;***
6. ***A detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor may be entitled under the Contract;***
7. ***An overall planned performance monetary s-curve based upon the approved Contract Programme; and***
8. ***A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for any fabrication and delivery of manufactured products and samples. The interdependence of design, procurement and construction activities must be included in this schedule.***

***SUBMISSIONS***

***All programme submissions by the Contractor are to include:***

* ***3 coloured hard copies, plus***
* ***1 full copy in MS electronic format on CD.***

***CALENDARS***

***The standard calendar to be used is:***

* ***Ten hour day, Six day work week, including public holidays. The start day for the calendar is Saturday. This calendar should be applied to construction activities***

***All other non- standard calendars that need to be used to reflect the intended method of work are to be identified and highlighted in any programme submission and will be subject to the Employer’s Representative’s approval.***

Schedule 10

Schedule of Key Personnel

The Contractor’s Key Personnel for the Project are:

|  |  |  |
| --- | --- | --- |
| **No.** | **Position Description** | **Name** |
| 1 | [***insert position description***]  [***for example: Safety Manager, Quality control Manager, Environmental Manager, Site Manager, Site Foreman.***] | [***insert name***] |
| 2 | [***insert position description***] | [***insert name***] |
| 3 | [***insert position description***] | [***insert name***] |
| 4 | [***insert position description***] | [***insert name***] |
| 5 | [***insert position description***] | [***insert name***] |
| 6 | [***insert position description***] | [***insert name***] |
| 7 | [***insert position description***] | [***insert name***] |
| 8 | [***insert position description***] | [***insert name***] |
| 9 | [***insert position description***] | [***insert name***] |
| 10 | [***insert position description***] | [***insert name***] |

If there is a position stated in this Schedule but no person is named in that particular role, then the Contractor shall obtain the Employer’s Representative’s approval before appointing a person to fill that role.

Schedule 11

Schedule of Forms of Collateral Warranty

**NOT USED**

Schedule 12

Schedule of Form of Subcontractor Side Agreement

**NOT USED**

Form of Subcontractor Side Agreement

**NOT USED**

Schedule 13

Schedule of Forms of Certificates

(A) Form of Interim Payment Certificate

(B) Form of Final Payment Certificate

(C) Form of Taking Over Certificate

(D) Form of Final Completion Certificate

(E) Form of Discharge

(A) Form of Interim Payment Certificate

[*Note: this form of certificate is a basic example only and should be reviewed and amended as required prior to issuing the Contract to tenderers to ensure that it contains all commercial and other information required to be input by the project team as required by the finance department to enable assessment and approval of such payments.*]

[ON UNOPS’ LETTERHEAD]

[***insert Date***]

Contractor’s Representative

[***Address***]

**INTERIM PAYMENT CERTIFICATE**

Dear [***insert***]

[***insert works title***] **Construction** **Contract ("Contract")**

[***insert name of the project***]

This Interim Payment Certificate is issued pursuant to Clause 14.6 of the Contract.

|  |  |
| --- | --- |
| Date of Statement applying for an Interim Payment Certificate: |  |
| Total amount claimed in the Statement: | $ |
| Value of the Works executed (measured in accordance with the Schedule of Contract Price) and the Contractor’s Documents produced up to the end of the month (including Variations but excluding items described in Sub-Clause 14.3(b)(ii) to (vi)); | $ |
| The achievement of the Milestones (if any) set out in the Schedule of Contract Price in the amounts specified therein; | $ |
| Amount to be deducted for retention, calculated by applying the percentage of retention stated in the Details to the total of the above amounts until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Details; | $ |
| Amounts to be deducted for advance payment and repayments in accordance with Sub-Clause 14.2 [*Advance Payments*]; | $ |
| Amount to be added for Plant and Materials in accordance with Clause 14.5 [*Plant and Materials intended for the Works*]: | $ |
| Amount to be deducted for Plant and Materials in accordance with Clause 14.5 [*Plant and Materials intended for the Works*]: | $ |
| Amount to be deducted for all prior payments made by the Employer to the Contractor: | $ |
| Any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [*Claims, Disputes and Arbitration*]: | $ |
|  |  |
| Total of the amount due for payment to [the Contractor by the Employer][the Employer by the Contractor]: | $ |

Yours sincerely

...............................................................

[***insert***]

Employer’s Representative

**(B) FORM OF FINAL PAYMENT CERTIFICATE**

[*Note: this form of certificate is a basic example only and should be reviewed and amended as required prior to issuing the Contract to tenderers to ensure that it contains all commercial and other information required to be input by the project team as required by the finance department to enable assessment and approval of such payments.*]

[ON UNOPS’ LETTERHEAD]

[***insert Date***]

Contractor’s Representative

[***Address***]

**FINAL PAYMENT CERTIFICATE**

Dear [***insert***]

[***insert works title***] **Construction** **Contract ("Contract")**

[***insert name of the development***]

This Final Payment Certificate is issued pursuant to Clause 14.13 of the Contract.

|  |  |
| --- | --- |
| Date of Final Statement applying for a Final Payment Certificate: |  |
| Total amount claimed in the Final Statement: | $ |
|  |  |
| Value of all work done in accordance with Contract: | $ |
| Any additional amount that the Contractor is entitled to under the Contract: | $ |
| Amount to be deducted for all prior payments made by the Employer to the Contractor: | $ |
|  |  |
| Total of the amount due for payment to [the Contractor by the Employer][the Employer by the Contractor]: | $ |

Yours sincerely

...............................................................

[***insert***]

Employer’s Representative

**(C) FORM OF TAKING-OVER CERTIFICATE**

[ON UNOPS’ LETTERHEAD]

[***insert Date***]

Contractor’s Representative

[***Address***]

**TAKING-OVER CERTIFICATE**

Dear [***insert***]

[***insert works title***] **Construction** **Contract ("Contract")**

[***insert name of the development***]

We refer to Clause 10.1 of the Contract.

We advise you that on [***insert date***] the Works, or a Section or part of the Works as specified below, were completed to a stage ready to be Taken Over by the Employer in accordance with the Contract.

|  |  |
| --- | --- |
| The works to which this Taking-Over Certificate relates are: |  |

By signing this Taking-Over Certificate, the Employer acknowledges and accepts that the Works, or the Section or part of the Works specified above, were completed, including the matters described in Clause 8.2 [*Time for Completion*], and Taken Over by the Employer in accordance with the Contract on [***insert date***].

This Taking-Over Certificate is executed by an official representative duly authorised to bind the Employer.

This Taking-Over Certificate does not relieve you from any of your unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law, including the remedying of all defects.

Yours sincerely

...............................................................

[***insert***]

Employer’s Representative

**(D) FORM OF FINAL COMPLETION CERTIFICATE**

[ON UNOPS’ LETTERHEAD]

[***insert Date***]

Contractor’s Representative

[***Address***]

**FINAL COMPLETION CERTIFICATE**

Dear [***insert***]

[***insert works title***] **Construction** **Contract ("Contract")**

[***insert name of the development***]

We refer to Sub-Clause 11.9 of the Contract.

We advise that on [***insert date***] you have completed your obligations under the Contract to a stage ready for the Final Completion Certificate to be issued by the Employer in accordance with the Contract.

By signing this Final Completion Certificate, the Employer acknowledges and accepts that your obligations under the Contract have been completed to a stage ready for the Final Completion Certificate to be issued by the Employer and the last Defect Notification Period has expired.

This Final Completion Certificate is executed by an official representative duly authorised to bind the Employer.

This Final Completion Certificate does not relieve you from any of its unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law.

Yours sincerely

...............................................................

[***insert***]

Employer’s Representative

**(E) FORM OF DISCHARGE**

[ON CONTRACTOR’S LETTERHEAD]

[***insert Date***]

Employer's Representative

[***Address***]

**DISCHARGE**

Dear [***insert***]

[***insert works title***] **Construction** **Contract ("Contract")**

[***insert name of the development***]

We refer to Sub-Clause 14.12 [*Discharge*] of the Contract.

The Contractor warrants that it has lodged with the Employer all claims that it has which arise out of or in connection with the Contract in relation to all works and services performed in connection with the Contract and those claims have been satisfied in full by the Employer.

The Contractor releases the Employer from all claims, actions, suits and demands which it presently has or which might in the future arise out of or in connection with the Contract or the works and services performed in connection with the Contract other than claims, actions, suits and demands made by third parties.

The Contractor acknowledges that the Employer will make the Final Payment pursuant to Clause 14.13 [*Issue of Final Payment Certificate*] of the Contract and that such payment will be made in reliance on the warranties and releases contained in this Discharge.

This Discharge is executed by an official representative duly authorised to bind the Contractor.

Yours sincerely

...............................................................

[*insert*]

Contractor's Representative

Schedule 14

Schedule of Insurance Requirements

**NOT USED**

Schedule 15

Schedule of Permitted Subcontractors

[***Note: this Schedule must list any subcontractors or suppliers (or category thereof) nominated by the preferred tenderer during negotiations and who may be engaged by the Contractor without the Employers prior written consent after the Contract is executed.***]

|  |  |
| --- | --- |
| **Subcontract Works** | **Permitted Subcontractors** |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |
| [***insert description***] | [***insert*** ] |

**For all other subcontract works not listed above, the Contractor must obtain the Employer's prior written consent before engaging a subcontractor to execute such parts of the Works.**

**If no subcontractors are listed above, then no Permitted Subcontractors apply and the Contractor must obtain the Employer's prior written consent before subcontracting any part of the Works.**

Schedule 16

Schedule of Nominated Subcontractors

**NOT USED**

Schedule 17

Schedule of Auxiliary Works

**NOT USED**

**SCHEDULE 18**

**SCHEDULE OF HEALTH AND SAFETY REQUIREMENTS**

[***This schedule should set out UNOPS’ internal health and safety procedures and guidelines and the health and safety requirements of any relevant Authorities.***]

In addition to the Contractor’s general health and safety obligations described in the General Conditions, the Contractor must comply with health and safety requirements, policies, procedures, guidelines and other documents referred to in this Schedule. The plan should also describe how the contractor will secure construction and personnel from river water-including any flooding.

[*insert*]

**SCHEDULE 19**

**SCHEDULE OF ENVIRONMENTAL REQUIREMENTS**

[***This schedule should set out any UNOPS internal environmental requirements and the environmental requirements of any relevant Authorities***]

In addition to the Contractor’s general environmental obligations described in the General Conditions, the Contractor must comply with the environmental policies, procedures, guidelines and other documents referred to in this Schedule.

[*insert*]

|  |  |
| --- | --- |
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