

SECTION III: CONDITIONS OF CONTRACT

INSTRUMENT OF AGREEMENT

GENERAL CONDITIONS OF CONTRACT

<https://content.unops.org/documents/Construction-Contract-for-Small-Works.pdf>

<https://www.unops.org/business-opportunities/how-we-procure>

PARTICULAR CONDITIONS OF CONTRACT

Part 1: Amended Clauses

The General Conditions are amended in the following manner (if nothing is stated, then no amended conditions apply):

No.	Clause/Sub-Clause No. and Title	Amended General Condition
1	Clause 1: General Provisions, Subclause 1.1 Definitions.	<p>The meaning of "Commencement Date" in sub-clause 1.1 is modified as follows:</p> <p>"Commencement Date" shall be understood as the date set out in Annex 1 [Contract Details]; within fifteen (15) calendar days after the Contract Effective Date of the Contract.</p> <p>The Minutes of Commencement of Work will be signed within fifteen (15) calendar days from the signature of the Contract, upon approval of the documents.</p>
2	Clause 1 General Provisions, Subclause 1.6 Compliance with Laws, item b)	<p>Item b) of subclause 1.6 is modified as follows:</p> <p>The Contractor shall obtain and comply with all relevant permits, licenses, authorizations and approvals necessary to carry out the Works in accordance with the Contract.</p> <p>Permissions, licenses, authorizations and approvals must be issued within seven (7) calendar days after the Effective Date of the Agreement. If the deadline established for the Commencement Date of the Works is exceeded, for reasons beyond the control of the Contractor, and any permission, license, authorization and/or approval are still pending, the Contractor must prove that it has performed all possible steps under its responsibility, in due time and form, following the rules and specific requirements of each permission, license, authorization and/or approval not obtained before the corresponding bodies.</p> <p>The Contractor will be financially responsible for all formal procedures and permissions that are</p>

		necessary before local and national authorities for the start, development and completion of the Works, including environmental licenses and authorizations, in accordance with the protection requirements and environmental Laws in force
3	Clause 4 The Contractor, Subclause 4.9 Health, Safety and Social and Environmental	<p>Item a) of subclause 4.9 is amended as follows:</p> <p>a) Within seven (7) calendar days after signing the Contract, the Contractor will submit to the Employer's Representative the Health and Safety Management Plans, the environmental control and management plans, and any other Health, Safety and Socio-environmental plans , which have been prepared specifically for the Works, as defined in document 8 section V, item 3.1 (6. List of all deliverables and/or the Contractor's documents related to the Work), at the Work site and other places (if applicable) where the Contractor intends to perform the activities. Thereafter, whenever the Plans are updated or revised, a copy must be promptly sent and provided to the Employer's representative.</p>
4	Clause 4 The Contractor, Subclause 4.10 Quality Management System	<p>Subclause 4.10 is amended as follows:</p> <p>A) The Contractor shall prepare and implement (and shall ensure that any Subcontractors and Named Subcontractors implement) a QMS to demonstrate compliance with the requirements of the Contract. The QMS must be specifically prepared for the Works and sent to the Employer's Representative within seven (7) calendar days after signing the Contract.</p>
5	Clause 6 Commencement, Delays and Suspension, Subclause 6.1 Commencement of Works	<p>Subclause 6.1 is amended as follows:</p> <p>. The Contractor shall commence the execution of the Works (including, without limitation, mobilization and Procurement activities) within a period of up to ten (10) calendar days, as of the aforementioned "Commencement Date" and will then proceed with the execution of the Works with due expedition and without delay.</p> <p>The Works cannot start without the presentation and approval of the respective construction permit and the documentation detailed in clause 4 - The Contractor - sub-clause 4.1 General Obligations of the Contractor, item i.</p> <p>Between the Effective Date of the Contract and the date of signature of the Minutes of Commencement of Work, the Contractor may start the execution of the following Works:</p> <p>All items that fall under item 1:</p> <ul style="list-style-type: none"> - Cleaning the site; - Site signage;

		<ul style="list-style-type: none"> - Fence of the site; - Construction of construction sites; - Delimitation of the work site; <p>As a precondition for the execution of the Works mentioned in this clause, the Contractor must have submitted and received approval from the Employer for the following documentation:</p> <ul style="list-style-type: none"> - The Health and Safety Management plan established in item 3.2.D , of the document entitled: 8 Seção V_ Anexo 3_ Termo de Referência_Guajará Mirim_OBRA_ITB_Emenda 1 - The insurance established in item 3.11 (Insurance Requirements), of the document entitled: 8 Seção V_ Anexo 3_ Termo de Referência_Guajará Mirim_OBRA_ITB_Emenda 1
6	<p>Clause 6 Commencement, Delays and Suspension,</p> <p>Sub-clause 6.3 Programme</p>	<p>Item a of subclause 6.3 is amended as follows:</p> <p>a) Within seven (7) calendar days after signing the Contract, the Contractor must send the Employer's representative a General Work Execution Plan, as specified in item 3.1 (6. List of all deliverable products and/or Contractor documents related to the work) of document 8 section V, detailing how and when the Contractor proposes to carry out each stage of the Work, in accordance with item 3.5 [Program Requirements] of document 8 section V.</p>
7	<p>Clause 6 Commencement, Delays and Suspension,</p> <p>Sub-clause 6.5 Delay Damages</p>	<p>The Contractor will execute the Works in accordance with the General Work Execution Plan and its updates approved by UNOPS and will finalize the execution of the Works on the scheduled date for the conclusion of the work.</p> <ol style="list-style-type: none"> Daily amount for arrears: <p>After the work deadline, for each day of delay, the Contractor shall pay the Employer a sum equivalent to 0.1% of the Contract Price Amount.</p> Penalty fee <ol style="list-style-type: none"> Non-commencement of work: <p>The unjustified failure to initiate the Work by the Contractor, or delays in the presentation of the General Work Execution Plan and the other documents required for the signature of the Minutes of Commencement of Work, will give rise to the application of a fine equivalent to one percent (1.0%) of the value of the Contract for each business day of delay, provided that this does not constitute a</p>

cause for termination of the Contract in accordance with General Clause 11.

The fine for delay in the Commencement date or previous Works is not causal nor does it constitute justification for the Contractor to request an extension to the Term of Contractual Work.

- b. Failure to comply with the Contractual Work Execution Program:

During the execution of the work, when the Contractor fails to comply, without justifiable reason, with the General Plan for the Execution of the Work, UNOPS will apply a fine equivalent to one percent (1.0%) of the Contract Value for each working day of delay, provided that this does not constitute a cause for termination of the Contract in accordance with general clause 11.

- c. Stopping the execution of Works:
If the Contractor suspends the execution of the Works without justifiable cause, UNOPS will apply a fine equivalent to one percent (1.0%) of the remaining Amount of execution of the Contract Price for each working day of stoppage, provided that this does not constitute a cause of termination of the Contract pursuant to general clause 11.

- d. For prevention purposes:
Penalties may not exceed 5% of the Contract Price Amount and this limit is independent and cumulative within the Maximum Delay Damage Amount. The fines described above will be preventive in nature, that is, if the Contractor partially or fully recovers the delays it incurred, the Employer, at the Contractor's written request, will forgive the fines by attributing the amounts withheld without any type of

		<p>monetary restatement and the corresponding deductions.</p> <p>The Contractor shall not be entitled to claim interests of any kind on the amounts withheld.</p> <p>e. These amounts will be credited to the Contractor in the Certificate of Final Acceptance of the Work.</p>
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Part 2: Additional Clauses

The General Conditions are supplemented by the inclusion of the following additional conditions (if nothing is stated, then no additional conditions apply):

No.	Clause/Sub-Clause No. and Title	Additional General Condition
1	Clause 1 General Provisions Subclause 1.3 Notices and Other Communications	<p>The following Item g is incorporated to subclause 1.3:</p> <p>The Contractor must provide two notebooks with pages numbered in triplicate, which will constitute the formal documents necessary for communications from the representative of the Employer to the Contractor (Service Orders) and from the Contractor to the representative of the Employer (Request Letters).</p> <p>In addition, the Contractor must keep a daily Health and Safety record on site, for mandatory use, in order to monitor the Safety Programs of all contracts/subcontracts and record all developments observed regarding Health and Safety of the work.</p>
2	Clause 4 The Contractor,, Subclause 4.1 General Obligations of the Contractor.	<p>The following Item i is incorporated to subclause 4.1:</p> <p>The Contractor shall submit the following documentation within a period of 7 calendar days after signing the Contract:</p> <ol style="list-style-type: none"> 1. Building permits; 2. Insurance. 3. Request for payment as a financial advance (if applicable); 4. Delivery of the mandatory documents for the start of the work described in document 8 seção V, item 3.1 (6. Lista de todos os produtos entregáveis e/ou os documentos da Contratada relacionados à obra). <p>If adjustments to the documents are necessary, the Contractor will have a period of two (2) calendar days to resolve them. The presentation of documents in accordance with their respective legal requirements within the established period</p>

		<p>of the Commencement Date is the responsibility of the Contractor, under penalty of application of the indemnification instruments provided for in clause 6.5 [Indemnity for Delay in the delivery of documents] of this agreement, in delay case.</p> <p>The Minutes of Commencement of Work should be understood as the document that will be prepared during the start-up meeting, which will sign the beginning of the Works.</p> <p>The start-up meeting, in turn, should take place immediately after the approval of the mandatory documents for the start of the work, mentioned above.</p>
3	Clause 4 The Contractor, Subclause 4.1 General Obligations of the Contractor, item j).	<p>The following Item j is incorporated to subclause 4.1:</p> <p>Before the beginning of the mobilization of the construction site, the Contractor must prepare a Neighborhood Report, which will document the entire situation of the neighboring properties (surroundings), generating a report that must be registered with a notary, as it will be used in the event of any dispute over possible recurring damage to the work.</p>
4	Clause 4 The Contractor, Subclause 4.4 Subcontracting	<p>The following Item j is incorporated to subclause 4.1:</p> <p>In case the Employer's Representative authorizes the subcontracting of part of the Contract, the percentage of such subcontracting must not exceed 25% (twenty-five percent) of the total value of the Contract, respecting the limitations described in the document [8 Seção V_ Anexo 3_ Termo de Referência Guajará Mirim OBRA ITB Emenda 1], in section 3.6 Designated Subcontractors.</p>
5	Clause 18 - Ruling and prevailing language	<p>The following clause is included to the Contract:</p> <p>This Contract has been written in English and Portuguese. The ruling language of the Contract is English, therefore, the English version shall prevail in case of any inconsistencies with the Portuguese version.</p>

End of the Special Conditions of the Contract (Condições Específicas do Contrato)