

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)	<i>John Nmele Constance,</i> Nangarhar Project Manager UNOPS Afghanistan Operations Hub Tel. +93 (0)79 566 5945 Email: JohnC@unops.org
Latent Defect Periods (Sub-Clause 1.1)	No Latent Defects Period will apply, and the Contractor remains liable at Law for defects.
Project (Sub-Clause 1.1)	The overall goal of the Project for Rehabilitation of Community Infrastructure in Nangarhar, for the construction of schools and clinics and access roads is to improve the living environment of the returnees and receiving communities in Nangarhar province through the rehabilitation of educational and clinical facilities as well as the provision of access to these areas.
Time for Completion (Sub-Clause 1.1)	Whole of the Works [10 months] from the Date of the Contract.

<p>Address for Service of Notices and Communications (Sub-Clause 1.3)</p>	<p>Employer Attention: Mr. John Nmele Constance Position title: Project Manager Address: UNOPS AFOH, Kabul Facsimile Number: Email Address: JohnC@unops.org</p> <p>Contractor Attention: [to be inserted] Position title: [to be inserted] Address: [to be inserted] Facsimile Number: [to be inserted] Email Address: [to be inserted]</p>
<p>Time(s) for access to and possession of site (Sub-Clause 2.1)</p>	<p>[7] Business days from the date of contract's signature.</p>
<p>Amount of Bank Guarantee for performance (Sub-Clause 4.2)</p>	<p>The amount of the Bank Guarantee for performance to be provided under Sub-Clause 4.2(a) is the amount equal to 5% of the Contract Price.</p> <p>The amount of any additional Bank Guarantee to be provided under Sub-Clause 4.2(c) is the amount equal to 5% of the amount by which the Contract Price has increased.</p>
<p>Delay Damages for failure to provide or maintain diversions for roads (Sub-Clause 4.13)</p>	<p>1,000 USD per day.</p>
<p>Working hours (Sub-Clause 6.5(a))</p>	<p>From 08:00 hour to 17:00 (one (1) hour for lunch time), six (6) days a week excluding holidays.</p> <p>The Contractor and all his Subcontractors shall abide by the regulation covering the working and rest hours as stipulated in the Labour Law of the Government. Any work outside the normal working hours shall be overtime work, and the Contractor and all his Subcontractors shall be liable for payment of the overtime work done by their staff and labour, in accordance with the terms and conditions set forth in the Labour Law.</p>

Delay Damages for failure to complete the Works within the Times for Completion (Sub-Clause 8.7)	Whole of the Works Whole of the Works - 0.3% per day.
Maximum amount of Delay Damages (Sub-Clause 8.7)	The greater of 10% of the Contract Price or 10% of the Accepted Contract Amount.
Allowance for overhead charges and profit for provisional sums if Plant, Materials or services are purchased by the Contractor. (Sub-Clause 13.5)	Not Applicable
Limit of Retention Money and percentage deduction for Retention (Sub-Clause 14.3)	The sum of 5% 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 of 5% of the Contract Price. Release of Retention Money The Employer will release half of the retention money after issuance of the Taking-Over Certificate and the remainder at the end of the Defects Notification Period.
Currencies of payment (Sub-Clause 14.15)	United States Dollar (US\$)
Amount of the aggregate limit of liability (Clause 17.6(b))	The greater of the following amounts: (a) the aggregate amount of insurance cover to be procured and maintained by both Parties under Clause 18 [<i>Insurance</i>]; or (b) the Contract Price.
Senior Representatives (Sub-Clause 1.1 & 20.3(b))	Employer Mr. Mikko LAINEJOKI, Director and Representative, UNOPS Afghanistan Operational Hub Email: mikkol@unops.org Contractor [insert name, position title and contact details]
Arbitration (Sub-Clause 20.3(e))	In accordance with the UNCITRAL Rules of Arbitration: The hearing, if any, shall be held at the location and time to be determined by the Parties at a later date.

SCHEDULE 2

Schedule of Site Plan

1. Description of Site

The works include survey, **site adaptation design**, supply, construction, commissioning, testing and completion, including the remedying of all defects.

Lot#2 Project Components, which are located Behsud and Surkhrod Districts respectively in Nangarhar Province, includes four (4) sites including two (2) roads and one (1) culvert in Behsud District and one (1) road in Surkhrod District. See the Table below for details of Lot#2 Project Components Site.

Site Project No.	Project Name	Site Coordinates	Site Area	Site Description
GA-S-R-04	Road connecting to Shikh Misry Township	BP: N 34°25'05.58" E 70°23'50.54" EP: N 34°22'14.49" E 70°18'52.21"	9.30Km	Char Bagh Village, Surkhrod District
GA-B-R-02	Feeder & Village Road in Khushgumbad	BP1: N 34°23'42.24" E 70°30'56.20" EP1: N 34°24'53.22" E 70°28'59.49" BP2: N 34°24'05.94" E 70°30'12.30" EP2: N 34°24'28.72" E 70°30'29.53"	6.55Km	Khushgumbad Village, Behsud District
GA-B-R-03	Village Road from Khushgumbad to Nahr-e-Shahi area	BP: N 34°24'41.20" E 70°29'18.78" EP: N 34°25'18.41" E 70°29'24.20"	1.44Km	Khushgumbad Village, Behsud District
GA-B-RB-04	Road Culvert	N 34°25'01.65" E 70°30'11.20"	1no.	Khushgumbad Village, Behsud District

2. Access and Access Restriction

Access to the Site will be free of charge to the Contractor and will be arranged through introduction of the Contractor to the local authorities by UNOPS project staff.

The Contractor will be granted access to all sites under Lot# 2 Project Components including 3 Roads and 1 Culvert. The Contractor will be granted possession of all sites under the Lot#2 Project Components as shown in the "Schedule of Site No.1" Sites number 7 to 10. See plans attached showing detail description of all sites location and boundaries

The Contractor will be granted access to all approved routes to the Sites under Lot#2 Project Components as shown in the “Schedule of Site No.1” including Sites number 7 to 10. These routes are all shared routes and the dates access will be available is from the date of signing of contract award. There are no access restrictions and access to sections or to parts of these sites are not dependent on works being completed by other Contractors. See plans attached showing clear access routes. The access routes are subject to change at the discretion of the Employer.

The Contractor shall be restricted access to the project sites within the area of temporary closure. The Contractor shall be restricted access to facilities being occupied and/or used by the road authorities. These restrictions shall be provided in more detail by the road authorities and representatives during the turnover of the sites to the Contractor.

Detailed description of the approved access and any conditions/restrictions which may impact on access of which the Contractor should be aware, including the date/s of when access will be available is indicated in the Table below.

Project Name	Any conditions/restrictions which may impact on access	Drawing Reference No.	date/s of when access will be available
Road connecting to Shikh Misry Township	None	Schedule of Site No.1	1 day after signing of Contract
Feeder & Village Road in Khushgumbad			
Village Road from Khushgumbad to Nahr-e-Shahi area			
Road Culvert			

2. Other Sites

Access to other sites which abut the Site shall not be required by the Contractor in order to perform the Works. Detailed description of all other sites surrounding the Works and the Sites and related interface issues are shown in the plans attached to this document. See “Schedule of Site No.1” for drawing and plans which clearly identify approved Site access and areas where access will be restricted.

3. Contractor Site Arrangement and Facilities

The Contractor will make site arrangements and submit for approval temporary work plan incorporating, approach plan, etc. The arrangements and facilities are to be provided free of charge and the Contractor is responsible for the payment of consumptions charges and connection fee for utilities etc.

The site temporary work plan will be explained to the road authorities and representatives by UNOPS and approved by the representative of the IDLG. The Contractor shall verify the site boundaries and the site dimensions, with the design documents and shall report findings to the UNOPS. Any other details relating to the Site, such as Site wide policies and procedures, shall be referred to the latest revision of a logistics Plan (or similar document) to more fully describe access to the Site.

Detailed description of approved locations of the Contractor's site facilities will be shown in the plans attached as "Schedule of Site" to the contract documents. The Contractor will be responsible for provision of all Site facilities and utilities required for completion of the Project, including, but not limited to, temporary enclosure, temporary office (including minimum office space (i.e. 20ft. shipping container, desks, chairs, A4 multi-function printer, internet connection, air-conditioner/heater, etc. for minimum 3 UNOPS staff project site office), temporary toilets, workshop, warehouse, temporary power supply and water supply and drainage systems., temporary toilets, workshop, warehouse, temporary power supply and water supply and drainage systems. The Contractor will provide a site office with necessary facilities such as office furniture, electricity, water, air conditioning/heat, internet connection and toilet facilities for the UNOPS supervision staff within the project site boundaries.

The Contractor shall provide safety equipment including hardhat, steel-toe boots or shoes, leather gloves and safety glasses, tool belt with pockets for nails or screws, as well as loops for construction pencils, drills and hammers. Identifying and gaining permission from government authorities or local landowners for access to lands along the road or nearby for the site office and other facilities will be the responsibility of the contractor in coordination with the IDLG and District authorities. The security of the Site, including the safeguarding of all Material, Plant, and Equipment at the Site is responsibility of the Contractor. If necessary, the Contractor will be required to provide reasonable security support to UNOPS project monitoring staff during regular Site inspections aimed at assuring the quality of the Works.

SCHEDULE 3

Schedule of Specification

There are more than 5.6 million returnees in Afghanistan. This number is expected to increase, as Afghans living in exile are still at 2.2 million and 0.9 million in Pakistan and Iran respectively. Despite provisions of repatriation support, internal displacement caused by the enormous influx of returnees pose a serious threat to the social stability, rehabilitation and economic development of Afghanistan. Therefore, reintegration of returnees is considered a high priority and one of the most important issues of the country.

In order to reinforce sustainable reintegration of returnees, the improvement of living conditions and the enhancement of social and economic infrastructures are most crucial in these regions especially for the province of Nangarhar, with half of its population accounted for as returnees.

The Project Objective is to contribute to the efforts of the Government of the Islamic Republic of Afghanistan in facilitating reintegration of returnees, promoting the social, economic, and political welfare of rural communities especially the poor and vulnerable populations through the rehabilitation of basic living infrastructures in the regions.

The Project Expected Outcomes to deliver Improved or rehabilitated community facilities (schools and clinics) and village access roads in 25 target sites. The project Scope is to construct new school buildings at 14 existing school sites, new clinics at 3 existing clinic sites, and 30Km of DBST roads on 7 existing village roads sites.

The works include survey, **site adaptation design**, supply, construction, commissioning, testing and completion, including the remedying of all defects, of the three (3) roads and one (1) culvert under Lot#2 Project Components. A complete set of Specifications regarding the survey and design phase and construction phase is attached as "**Annexure A (Volume II)-Technical Specifications**".

The Project will include, but is not necessary limited to, the following activities:

(a) Verification, bench mark establishment, correction and completion of survey data:

UNOPS will provide the road survey and design data. It will be responsibility of the contractor to check the accuracy, usability and completeness of the data and update them.

(b) Site Adaptation Design:

Based on the topographical survey, the geotechnical investigation, the existing condition survey, the Contractor shall prepare shop drawings and plans, profiles, cross sections and details of the roads and structures to be constructed. Contractor

site adaptation responsibilities will include a review of all roads and structures designs furnished by the drawings and technical specifications provided by UNOPS. Contractor will have to develop shop drawings and measures to address site adaptation requirements for submission to UNOPS for approval.

There may be some obstacles that could cause delays in the implementation of the full, planned building construction. As a delay avoidance strategy under site adaptation requirements, the contractor, in consultation with UNOPS and IDLG, shall identify potential obstacles that could hinder the implementation of the works. The contractor may be instructed to temporarily by-pass the obstacles and continue with the works. UNOPS in consultation with IDLG will agree on a specified period of time per identified obstacle within which IDLG will be responsible to facilitate relocation or removal of the obstacle. If the obstacle is not removed within the specified period of time, the contractor may be instructed by UNOPS to commence with remedial works to be applied towards the construction of other facilities.

(c) Winter Season Provisions:

The contractor shall complete all of the construction works (grades, subgrades, sub-base, base, etc.) that have been initiated to include the substructures by the end of the construction season and before winter, considering the limitations set out in the technical specifications. As an exception, in the event the contractor, due to circumstances beyond their control, fails to complete initiated works to include the road grades and bases, the contractor shall take all necessary measures to protect the incomplete works from effects of severe winter weather and damage.

(d) Quality Control Plan:

The contractor shall submit a written, detailed quality control plan for UNOPS' approval prior to the commencement of the works. The contractor shall be responsible for making arrangements with an independent, local materials testing laboratory subject to approval from UNOPS. The laboratory shall be equipped with all properly calibrated and certified apparatus, tools and equipment necessary to test building construction and ancillary structures materials including soils, aggregates, concrete, rebar, steel and etc. No additional payment shall be made by UNOPS to the contractor for quality control testing.

(e) Construction Implementation:

Lot#2 construction programming will cover the following activities:

- Mobilization
- Demolition
- Construction of 17.29 Kilometers of DBST roads
- Construction of road structures
- Demobilization

UNOPS objective for the Project and works is for the project to be implemented according to the terms and condition of the management services agreement signed between IDLG and UNOPS. UNOPS intend to implement the Works in accordance to the Project Implementation Plan and the Contractor's Programme Plan.

At the end of the final stage of the project UNOPS want the project to have produced the agreed outcomes including completed roads to the quality expectations and criteria of the project client IDLG.

UNOPS require the agreed project expected outcome meets the client expectation and criteria; and that all project components is delivered on time, within budget and to the required and pre-agreed quality standards prescribed in the contract technical specifications and design and drawings. The fitness for purpose will be measured based on the production of the contract project components design and drawings.

The permanent works to be performed shall include and be limited to the construction and installation of the following:

1. Demolition of:
 - 2 cu.m of existing RCC structures like culverts, bridges, retaining walls and other structures
2. Construction of:
 - 17.29 Kilometers DBST road

The extent of the permanent works is based on the contract programme, contractor's programme, including reference to the relevant drawings in Schedule 4.

SCHEDULE 4

Schedule of Drawings

This schedule lists the Drawings.

The complete list of the Drawings is set out in the drawing register attached to this schedule as Schedule 4 - Appendix A and are referenced by drawing number, title, date and revision number, of which the latest of each prevails.

The Drawings are annexed to the Contract in Annexure [**insert annexure number or letter, i.e. "B"**] [*Drawings*] to the Contract for the Drawings.

Schedule 4 -Appendix A

[insert the most current version of the Drawing Register, clearly identifying each drawing number, title, date and revision number.]

SCHEDULE 5

Schedule of Sections

This schedule lists each Section of the Works.

Each Section must be supplied, constructed, commissioned, and tested by the Contractor, ready to be Taken Over by the Employer, by the corresponding Times for Completion set out in Schedule 1 and otherwise in accordance with the Contract.

Access to the Site for each Section, is to be provided by the Employer to the Contractor by the corresponding Times for Access set out in Schedule 1.

The Sections are: N/A

No.	Name	Description
NOT APPLICABLE		

If no Sections are listed above, then no Sections apply at the Date of the Contract.

The Employer is entitled to nominate a Section after the Date of the Contract in accordance with Sub-Clause 1.15(b) [*Sections*].

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. Mikko Lainejoki
Director and Representative
United Nations Office for Project Services
Afghanistan Operational Hub
UNOCA Compound Jalalabad Road
P.O. Box 1772, Central Post Office
Kabul, Afghanistan

Dear Mr. Lainejoki,

[insert works title] Construction Contract - Bank Guarantee for Performance

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").

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 5% 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 United States Dollar (US\$) 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 of 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

Not Used

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 Contractor 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

(i) 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].

2. Bill of Quantities

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

The rates and prices inserted in the Bill of Quantities, shall be deemed to include amounts to cover the contingency of rises and falls in the cost of labour, Goods and other inputs to the Works.

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.

3. Provisional Sum Items

"There are no provisional sum items."

4. Schedule of Rates for Variations

The rates for the purposes of valuing Variations are set out in the Schedule of Rates for Variations in Schedule 7 - Appendix B.

The rates set out in the Schedule of Rates are fixed for the duration of the Contract and are not subject to escalation or adjustment for rises or falls in the cost of labour, goods, material and other inputs to the Works. The rates set out in the Schedule of Rates also include provision for Contractor's overheads and profit.

Where the scope of any Variation is not directly comparable to the rates and descriptions included in the Schedule of Rates, the value of a Variation may be determined by:

- using rates provided in the Bill of Quantities which, in the opinion of the Employer's Representative, are directly comparable to the descriptions of the Variation works ; or
- if, in the opinion of the Employer's Representative, no directly comparable rates exist in the Schedule of Rates or the Bill of Quantities, the Employer's Representative shall determine a fair and reasonable valuation.

5. Schedule of Daywork Rates

The Dayworks Rates are set out in the Schedule of Dayworks Rates in Schedule 7 - Appendix C.

The Dayworks Rates are fixed for the duration of the Contract and are not subject to escalation or adjustment for rises or falls in the cost of labour, Goods, material and other inputs to the Works. The Dayworks Rates also include provision for Contractor's overheads and profit.

6. 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

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

The Contractor is not entitled to an advance payment.

2. Applications for Interim Payments

On the last day of each month (or as otherwise agreed by the Employer) the Contractor in accordance with Sub-Clause 14.3 shall submit to UNOPS one original copy of the Interim Payment Statement, signed by the Contractor's representative and approved by UNOPS' Site Monitoring Engineer (in such form as UNOPS may from time to time prescribe) and showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of the value of the Works executed as per the approved Bill of Quantities.

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

Nil

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

Nil

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

Not Used

OR

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

No.	Milestone	Milestone Date
1	[insert a detailed description of the Milestone.] <i>[for example: The supply, construction, commissioning, testing and completion of Road Section XX.]</i>	[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

Within **7** 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:

- (a) the order in which the Contractor proposes to carry out the Works;
- (b) the time limits within which submission of any Contractor's Documents are required under the Contract; and
- (c) 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. For this purpose, with the exception of approval cycles and the procurement of material, no activity can have duration of more than **60** days.

The Contract Programme shall be resource loaded and include material, plant and labour. The labour 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. Procurement, Construction, and Commissioning & Handover.

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

- (a) a programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;
- (b) a general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works;

- (c) 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;
- (d) Details, and durations on Site, of the resources proposed to achieve the Contract Programme;
- (e) A manpower (resource) histogram detailing cumulative and monthly volumes by trade for the duration of the Works;
- (f) A detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor may be entitled under the Contract;
- (g) An overall planned performance monetary s-curve based upon the approved Contract Programme; and
- (h) 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 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 native electronic format on CD.

CALENDARS

All programmes shall be developed using appropriate calendars that reflect the intended method of working, public holidays, etc. The standard calendar to be used is:

- Calendar 1 – Eight (8) hour day, Six (6) day work week, Friday non-working day and include public holidays. The start day for the calendar is Sunday. This calendar should generally be applied to all non-construction activities related to procurement, government and/or other approvals, etc. and to all 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

Form of Collateral Warranty – Subcontractor

Details

Parties Warrantor, Beneficiary		
Warrantor	Name	[insert]
	Address	[insert]
	Telephone	[insert]
	Fax	[insert]
Beneficiary	Name	[insert]
	Address	[insert]
	Telephone	[insert]
	Fax	[insert]

Recitals The Contractor entered into the Construction Contract with the Employer for the Works forming part of the Project.

The Warrantor contracted with the Contractor for a portion of the Works under the Subcontract.

The Contractor agreed under the Construction Contract to procure that the Warrantor execute this warranty in favour of the Beneficiary.

The Warrantor agreed under the Subcontract to execute this warranty in favour of the Beneficiary.

**Date of
Warranty** [insert]

General terms

1. Warranty

The Warrantor warrants to the Beneficiary that all work performed and all materials or parts supplied by the Warrantor in the course of the Subcontract Works will be:

- (a) at least of the quality and to the standard required by both the Construction Contract and the Subcontract; and
- (b) to the extent that the level of quality or standard are not stipulated in the Construction Contract or the Subcontract, of good workmanship and merchantable quality; and
- (c) fit for the purpose or purposes for which they are required.

2. Manufacturer's warranty

This warranty is in addition to and does not derogate from any manufacturer's warranty or warranty implied by any law, attaching to any materials or goods provided under the Subcontract.

3. Rectification

The Warrantor agrees to at its own expense, replace and make good to the reasonable satisfaction of the Beneficiary so much of the Subcontract Works within 10 years from the Time for Completion of the Subcontract Works that:

- (a) the Beneficiary reasonably considers are of a lower quality or standard than that referred to in clause 1; or
- (b) show deterioration to an extent that the Beneficiary reasonably considers that the Subcontract Works, or the goods supplied by the Warrantor, ought to be made good or replaced in order to achieve fitness for the purpose or purposes for which the Subcontract Works were performed or supplied.

4. Time for rectification

Within a reasonable time after written notification to the Warrantor of a decision of the Beneficiary as to work required by clause 3, the Warrantor will replace and/or make good the Subcontract Works at its cost whether or not any dispute or difference exists between the parties. The Warrantor indemnifies the Beneficiary against any direct, indirect or consequential loss or damage of any nature whatsoever, directly or indirectly arising out of any breach of the warranties, covenants or other conditions given by the Warrantor.

5. Rectification at Warrantor's cost

If within the time stated in a notice provided under clause 4 the Warrantor does not carry out the work stated in the notice, the Beneficiary may carry out that work, or cause it to be carried out. The Warrantor indemnifies the Beneficiary against all costs and expenses of, and incidental to, the carrying out of the work and also against any direct, indirect or consequential loss or damage sustained by it as a result of the Warrantor's failure to comply with the notice under clause 4.

6. Assignment

The Beneficiary may assign all of its rights under this agreement by written notice to the Contractor and the Warrantor.

7. Relevance of execution

This warranty operates in favour of the Beneficiary even if it has not been executed by the Beneficiary.

8. Arbitration

Any disputes arising out or in connection with this Warranty, or the breach, termination, or invalidity thereof shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect. The language of the proceedings shall be English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal must not award punitive damages. In addition, the arbitral tribunal must not award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest must be simple interest only.

9. Privileges and Immunities

Nothing in or relating to this Warranty 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.

10. Definitions

Beneficiary means the party stipulated in the Details.

Contractor means [insert].

Construction Contract means the contract between the Employer and the Contractor dated [insert] for the construction of the Works.

Employer means UNOPS [insert PO Box], and the legal successors in title and assigns and novates to this entity.

Project means the development, design, engineering, procurement, construction, commissioning, testing, completion and financing of the [insert Project title] Project.

Subcontract means the contract between the Contractor and the Warrantor dated [insert] for part of the Works.

Subcontract Works means the works undertaken by the Warrantor under the Subcontract.

Warrantor means the party stipulated in the Details.

Works means the works and services undertaken by the Contractor under the Construction Contract and forming part of the Project.

EXECUTED as an agreement:

[Amend this signing page as required to suit authorised representatives of the parties]

EXECUTED by [WARRANTOR])
by its duly authorised)
representative:)

Name:

Title:

Name of Witness:

Title:

EXECUTED by [BENEFICIARY])
by its duly authorised)
representative:)

Name:

Title:

Name of Witness:

Title:

SCHEDULE 12

Schedule of Form of Subcontractor Side Agreement

Form of Subcontractor Side Agreement**Details****Interpretation** – definitions are at the end of the General terms

Parties	Employer, Contractor and Subcontractor	
Employer	Name	UNOPS, [insert PO Box], and the legal successors in title and assigns and novates to this entity.
	Telephone	[insert]
	Fax	[insert]
	Attention	[insert]
Contractor	Name	[insert]
	Address	[insert]
	Telephone	[insert]
	Fax	[insert]
	Attention	[insert]
Subcontract or	Name	[insert]
	Address	[insert]
	Telephone	[insert]
	Fax	[insert]
	Attention	[insert]
Subcontract Works	[insert details]	

Recitals	<p>The Employer has entered into the Construction Contract with the Contractor.</p> <p>The Contractor has entered into the Subcontract with the Subcontractor.</p> <p>The Contractor agreed under the Construction Contract to procure that the Subcontractor execute this Agreement in favour of the Employer.</p> <p>The Subcontractor agreed under the Subcontract to execute this Agreement in favour of the Employer.</p> <p>The Employer, the Contractor and the Subcontractor wish to make certain arrangements relating to the termination of the Construction Contract and to confirm the obligations of the Subcontractor under the Subcontract.</p>
Date of agreement	See Signing page

General terms

1. Definitions and Interpretation

1.1 Definitions

In this Agreement the following words and expressions have the meanings set out below:

Agreement means this subcontractor side agreement.

Contractor means the party described in the Details and any replacement.

Construction Contract means the contract between the Employer and the Contractor dated **[insert]** for certain works and services forming part of the Project.

Employer means the person described in the Details.

Project means the development, design, engineering, procurement, construction, commissioning, testing, completion and financing of the **[insert Project title]** Project.

Subcontract means the contract between the Contractor and the Subcontractor.

Subcontractor means the person described in the Details.

Subcontract Works means the works described in the Details forming part of the Works.

Substituted Contract means the contract to be entered into by the Subcontractor and the Employer or the person nominated by the Employer pursuant to Clause 2.1(a) of this Agreement.

Works means the works and services undertaken by the Contractor under the Construction Contract and forming part of the Project.

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the masculine includes the feminine and neuter; the feminine includes the masculine and neuter; the neuter includes the masculine and the feminine;
- (e) the word "person" includes a firm, a body corporate, an unincorporated association, and an authority;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, a person taking by novation) and assigns;
- (g) an agreement, representation or warranty on the part of or in favour of two or more persons binds them, or is for the benefit of them jointly and severally;
- (h) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them; and
- (i) a reference to all parties, clauses, exhibits, annexures or schedules is, unless otherwise provided, to the parties, clauses, exhibits, annexures or schedules of or to this Agreement.

2. Termination of the Construction Contract

2.1 Notice of Termination

If the Construction Contract is terminated then:

- (a) whether or not the Subcontract has been terminated, within 14 days of the date of termination of the Construction Contract, the Employer may, by written notice, direct the Subcontractor to enter into a contract with the Employer, or a person nominated by the Employer, to complete the Subcontract Works; or
- (b) if the Subcontract has not been terminated the Employer may, within 14 days of the date of termination of the Construction Contract, direct that the Subcontract be novated from the Contractor to the Employer or a person nominated by the Employer.

2.2 Substituted Contract

If the Employer delivers a notice pursuant to Clause 2.1(a), then:

- (a) such contract is deemed to have been entered into by the Employer and the Subcontractor upon delivery of the notice by the Employer pursuant to Clause 2.1(a); and
- (b) the contract so formed is on the same terms as the Subcontract.

2.3 Liability

If a Substituted Contract is formed then neither the Employer nor the person nominated by the Employer is liable to the Subcontractor in respect of any claims made, or payment for any work carried out or goods, materials, plant, equipment or other items or services provided before the formation of the Substituted Contract or any claims that may be made by the Subcontractor against the Contractor for breach of the Subcontract or on any other basis whatsoever arising out of or in connection with the Subcontract.

2.4 Report by Subcontract

If the Employer delivers a notice pursuant to Clause 2.1 then the Subcontractor must provide to the Employer a written report detailing the status of the Subcontract Works in a format and within such a time as stipulated by the Employer.

2.5 Termination of Subcontract

Upon the formation of the Substituted Contract the Subcontract will be deemed to have been terminated pursuant to the Subcontract.

2.6 Novation

If the Employer delivers a notice pursuant to Clause 2.1(b), then, the novation will be effected on the same terms as the agreement contained in Appendix 1 to this agreement and will be effective from the date of the Employer's notice notwithstanding that a separate agreement of novation is not executed. If the Employer nominates another person under the notice delivered pursuant to

Clause 2.1(b), all references in the agreement to the Employer will be read as a reference to its nominee.

3. Termination and amendment of the Subcontract

The Contractor and the Subcontractor must not materially amend the Subcontract without the prior written approval of the Employer and must not terminate the Subcontract without giving the Employer notice of not less than 14 days of the intention to terminate, providing a full explanation of the grounds for the termination.

4. Property in goods, materials, plant and equipment

Property in all goods, materials, plant, equipment and other items for which payment has been made by the Contractor to the Subcontractor, less any retentions or other withholdings permitted by the Subcontract, will vest in the Employer upon the making of such payment.

5. Notices

All notices required to be delivered pursuant to this Agreement must be delivered by hand, sent by facsimile or posted by pre-paid certified mail, addressed to the party to which it is necessary or required to be given at the address set out in the Details, or any replacement address notified by the parties to each other in writing.

6. Power of Attorney

- (a) For the purpose of effecting a novation contemplated under Clause 2.6 or a Substituted Contract contemplated under Clause 2.2, the Contractor and the Subcontractor each irrevocably and severally appoints the Employer as its attorney with authority to execute, sign, seal and deliver all notices, deeds and documents required for the purposes referred to in this Clause 6(a).
- (b) The Contractor and Subcontractor ratifies anything done by the Employer as its attorney in accordance with Clause 6(a).

7. Arbitration

Any disputes arising out or in connection with this Agreement, or the breach, termination, or invalidity thereof shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect. The language of the proceedings shall be English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal must not award punitive damages. In addition, the arbitral tribunal must not award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest must be simple interest only.

8. Privileges and Immunities

Nothing in or relating to this Agreement 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.

EXECUTED as an agreement.

[Amend this signing page as required to suit authorised representatives of the parties]

EXECUTED by **UNOPS** by its)
duly authorised representative:)
)

Name:

Title:

Name of Witness:

Title:

EXECUTED by [CONTRACTOR])
by its duly authorised)
representative:)

Name:

Title:

Name of Witness:

Title:

EXECUTED by)
[SUBCONTRACTOR] by its duly)
authorised representative:)

Name:

Title:

Name of Witness:

Title:

APPENDIX 1 TO SUBCONTRACTOR SIDE AGREEMENT

Novation Agreement

UNOPS

("Employer")

and

[insert]

("Contractor")

and

[insert]

("Subcontractor")

DETAILS

Parties	Employer, Contractor and Subcontractor	
Employer	Name	UNOPS
	Address	[insert]
	Attention	[insert]
Contractor	Name	[insert]
	Address	[insert]
	Attention	[insert]
Subcontractor	Name	[insert]
	Address	[insert]
	Attention	[insert]
Subcontract Works	[insert]	
Recitals	A	The Contractor and the Subcontractor are parties to the Subcontract.
	B	In accordance with the terms of this Agreement:
	(i)	the Employer has agreed to accept all of the Contractor's liabilities and obligations under the Subcontract; and
	(ii)	the Subcontractor has agreed to accept the Employer in place of the Contractor for the performance of the obligations of the Contractor and to release completely and discharge the Contractor from all of its liabilities and obligations under the Subcontract.
Date of agreement	See Signing page	

1. Agreed Terms

1.1 In this Agreement:

- (a) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise and which any

party may have against another in connection with the Subcontract or this agreement.

- (b) **Novation Date** means **[insert date]**.
- (c) **Subcontract** means the agreement between the Contractor and the Subcontractor on **[insert date]** for the Subcontract Works.
- (d) **Subcontract Works** means **[insert description]**.

1.2 With effect from and including the Novation Date:

- (a) the Employer must perform all of the obligations of the Contractor under the Subcontract which are not performed at the Novation Date;
- (b) the Employer replaces the Contractor under the Subcontract;
- (c) the Subcontractor accepts the liability of the Employer in place of the Contractor;
- (d) the Subcontractor must perform its obligations under the Subcontract which have not yet been performed in favour of the Employer rather than the Contractor.

1.3 Subject to the Contractor's payment to the Subcontractor of any fees due under the Subcontract at the Novation Date, the Subcontractor releases and forever discharges the Contractor from its liabilities and obligations under the Subcontract and from all claims and demands in respect of the Subcontract.

1.4 The Subcontractor has no entitlement to make any Claim against the Employer and the Employer shall have no liability to the Subcontractor arising out of or in connection with the Subcontract or provision of the Subcontract Works prior to the Novation Date.

1.5 The Subcontractor warrants to the Employer that it has complied with its obligations under the Subcontract before the Novation Date.

2. Privileges and Immunities

Nothing in or relating to this Agreement 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.

EXECUTION PAGE

EXECUTED as an agreement.

[Amend this signing page as required to suit authorised representatives of the parties]

EXECUTED by **UNOPS** by its duly)
authorised representative:)
)

Name:

Title:

Name of Witness:

Title:

EXECUTED by [CONTRACTOR])
by its duly authorised)
representative:)

Name:

Title:

Name of Witness:

Title:

EXECUTED by)
[SUBCONTRACTOR] by its duly)
authorised representative:)

Name:

Title:

Name of Witness:

Title:

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

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

INTERIM PAYMENT CERTIFICATE

Dear **[insert]**

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

Project for Rehabilitation of Community Infrastructure in Nangarhar

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

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

FINAL PAYMENT CERTIFICATE

Dear **[insert]**

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

Project for Rehabilitation of Community Infrastructure in Nangarhar

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")

Project for Rehabilitation of Community Infrastructure in Nangarhar

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")

Project for Rehabilitation of Community Infrastructure in Nangarhar

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")

Project for Rehabilitation of Community Infrastructure in Nangarhar

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

This schedule should be reviewed by UNOPS' insurance department and/or brokers prior to issuing to tenderers to ensure the allocation of the insurances, the limits of liability and the level of deductibles are appropriate for this Contract

CONTRACTOR INSURANCES

1. Construction All Risks Insurance/Third Party Liability Insurance

1.1

Scope of cover

- (a) All risks of physical loss or damage from any cause not excluded, in relation to all property and interest of every description used for and intended for incorporation in the Works relating to design, engineering, development, procurement, fabrication, construction, erection, installation, rehabilitation, upgrading, completion, supply, testing, commissioning, recommissioning or ownership of the Works.
- (b) Indemnity in respect of legal liability of the insured parties to third parties for or arising from:
 - (i) bodily injury, illness, death;
 - (ii) physical loss or damage to the property; and
 - (iii) interference, trespass, loss of amenities, nuisance, infringement, obstruction,arising out of or in connection with the design, engineering, development, procurement, fabrication, construction, erection, installation, rehabilitation, operating, completion, testing, commissioning, supply of products, recommissioning and ownership of the Works.

1.2

Insured parties

- (a) the Employer;
- (b) the Contractor and subcontractors;

each for their respective rights and interests.

1.3

Term

From the Date of the Contract to the issue of the Final Completion Certificate

1.4

Limit of Indemnity

- a. Contract Works – Full Estimated Contract Value
- b. Third Party Liability – [insert] any one occurrence

1.5

Level of Deductible

- Major Perils/Testing and Commissioning [insert]
- Others/Underground Services [insert]
- Third Party Property Damage [insert]
- Body injury to, illness or death of a third party [insert]

1.6

Policy Jurisdiction

Worldwide

2. Workman's Compensation/Employer's Liability Insurance

2.1

Limit of Indemnity

No less than [insert] for any one incident an [insert] in the aggregate or as otherwise required by Law.

2.2

Term

[insert]

3. Contractor's Plant and Equipment Insurance (including plant and equipment required for operational activities and temporary buildings (e.g. labour camps))

3.1

Limit of Indemnity

The replacement value of the Contractor's Plant and Equipment.

3.2

Term

[insert]

4. Motor Insurance

4.1

Limit of Indemnity

Third party property damage minimum **[insert]**.

4.2

Term

[insert]

SCHEDULE 15

Schedule of Permitted Subcontractors

Not Used

SCHEDULE 16

Schedule of Nominated Subcontractors

Not Used

SCHEDULE 17

Schedule of Auxiliary Works

Not Used

SCHEDULE 18

SCHEDULE OF HEALTH AND SAFETY REQUIREMENTS

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.

[Reference to *UNOPS Health and Safety Plan*]

SCHEDULE 19

SCHEDULE OF ENVIRONMENTAL REQUIREMENTS

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.

[Reference to UNOPS Environmental Management Plan]



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