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## PLEASE READ CAREFULLY

| CHECK LIST FOR COMPLETE BID SUBMISSION*  |   | Provided |    |
|--|---|----------|----|
|  |   | Yes      | No |
| 1  | Bid is properly sealed  |          |    |
| 2  | Language of Bid is as requested (English)   |          |    |
| 3  | HARDCOPY ONE (1) ORIGINAL AND TWO (2) COPIES  |          |    |
| 4  | DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE   |          |    |
| 5  | EACH ENVELOPE SHALL BE MARKED WITH "ITB<br><br><b>NO: UNDPAFG/2010/0151</b><br><br>CONSTRUCTION OF NEW BUILDING FOR SUPRIM COURT OF DAIKUNDI PROVINCE SHAHRISTAN DISTRICT |          |    |
| 6  | Contact details of Bidder   |          |    |
| <b>TECHNICAL REQUIREMENTS</b>            |   |          |    |
| 7  | BID SUBMISSION FORM   |          |    |
| 8  | COMPLETION FOR SECTION 6: TECHNICAL REQUIREMENTS  |          |    |
| 9  | IMPLEMENTATION SCHEDULE (WORK PLAN)   |          |    |
| 10                                       | SECTION 5: BOQ OR DETAILED PRICE SCHEDULE AND DRAWING   |          |    |
| *SEE BID DATA SHEET FOR COMPLETE DETAILS |   |          |    |

## Invitation to Bid

for the  
CONSTRUCTION OF PRIMARY COURT BUILDING IN SHAHRISTAN  
DISTRICT OF DAIKUNDI PROVINCE

COUNTRY  
ISLAMIC REPUBLIC OF AFGHANISTAN

Reference: **UNDPAFG/2010/0151**

Issue Date: Wednesday, 23 June 2010

Deadline: **12<sup>th</sup> July 2010 at 1500 hours (Kabul time)**

**Pre-Bid meeting:** will be held on 8<sup>th</sup> July 2010 at the following address:

**Procurement Unit -UNDP Country Office  
Shah Mahmood Ghazi watt, in front of Turkish Embassy  
Kabul, Afghanistan**

# Invitation to Bid

Subject: **UNDPAFG/2010/0151** FOR CONSTRUCTION OF PRIMARY COURT BUILDING AT SHAHRISTAN DISTRICT OF DAIKUNDI PROVINCE

The United Nations Development Programme (hereinafter the “Employer”) invites sealed bids from eligible bidders for construction of primary court building at sharistan district of Daikundi province

Bidders must offer complete Bids. Partial bidding is not allowed, However Bidders shall not submit incomplete bid, which technical and financial information shall be provided in their entirety. Electronic bids are not acceptable.

**The time for the completion of the Work is Four (4) months.**

Bids in sealed envelopes must be delivered to the address below on or before **1500 hours (Kabul time) on 12<sup>th</sup> July 2010**. Late bids will be rejected. Bids submitted by email or fax will not be accepted. Only hardcopy submission will be accepted.

**UNDP, Procurement Unit  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan  
Tel: +93 20 2101682-91**

Bidders are advised to consult and arrange courier well in advance to allow receipt of bids on or before the Deadline for submission of Bids.

Bids will be opened in the presence of the bidders representatives who choose to attend at the above following address on the closing date of **14<sup>th</sup> July 2010 at 10:00 hours**.

This letter is not to be construed in any way as an offer to contract with your firm.

| Lot Number    | Description   |
|---------------|---|
| <b>LOT. 1</b> | <b>CONSTRUCTION OF PRIMARY COURT BUILDING AT SHAHRISTAN DISTRICT OF DAIKUNDI PROVINCE</b> |

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNDP Afghanistan. Bidders are encouraged to acknowledge receipt of this ITB by E-mail to the UNDP Afghanistan contact person specified.

The recipients of this ITB are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP Country Office Afghanistan by

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completing the Section 8 acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [procurement.af@undp.org](mailto:procurement.af@undp.org).

## **Section 1 - Instructions to Bidders**

### **A. General**

- |                                |  |
|--------------------------------|--|
| 1. Scope of Bid                | <p>1.1 The Employer,<sup>1</sup> as named in the Contract Agreement (form of), invites bids for the construction of Works as summarized in the Bid Data Sheet (BDS). The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful bidder will be expected to complete the Works within the Time for Completion stated in the Contract Agreement. The Time for Completion shall be calculated from the Commencement Date.</p> <p>1.3 Throughout these Bidding Documents, the term “writing” means any hand-written, typewritten, or printed communication, including facsimile transmission, and “day” means calendar day. Singular also means plural. The word “bid” is synonymous with “tender” and the words “bidding documents” synonymous with “tender documents”.</p> |
| 3. Fraud and Corruption        | <p>3.1 The attention of the bidders is drawn to the United Nations regulations on the prevention of fraud and corruption, in Clause 61 of the General Conditions of Contract for Civil Works which shall apply also to any bidder.</p>   |
| 4. Eligibility                 | <p>4.1 Bidders shall be legally incorporated entities, or groups formed by such as joint ventures, which have been invited by the Employer to participate in this bid.</p>   |
| 5. Qualification of the Bidder | <p>5.1 After evaluation of all responsive bids, and prior to award of the Contract, the successful bidder shall meet the following qualifying criteria:</p> <p>Construction experience: Bidder should have adequate experience of construction.</p> <p>Bidder should have valid working licence (not to be expired) and the bidder should be qualified and not black listed by any government and international agencies.</p>  |

Bidder should have a provincial office in order to provide quick

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<sup>1</sup> Words appearing in bold in the text of these ITB sub-clauses are defined in Clause 1 of the General Conditions of Contract for Civil Works.

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setting and mobilization of work settlement and run the project operation on time and smoothly.

Financial capability and stability: The bidder shall submit reports on the financial standing of the bidder, such as profit and loss statements and auditor's reports for the past three years. The bidder shall demonstrate that it has access to, or has available, liquid assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the sub-contract. The bidder shall also submit evidence of adequacy of cash flow for this Contract (access to line(s) of credit and/or availability of other financial resources). The bidder shall provide authority to seek references from the bidder's bank, stability of the bidder is high concern.

**The company should have sufficient number of qualified technical and support staff on board that could run the project in good manner**

**Work Plan: Work plan is one of the important requirements, the vendor to present work plan reflecting all the required tasks anticipated in the BoQ with required duration in days for the duration stated in item 2 of Invitation to Bid .**

A consistent history of litigation or arbitration awards against the bidder or any partner of a joint venture may result in disqualification.

6. One Bid per Bidder

6.1 A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits or participates as a bidder in more than one bid will cause all the proposals with the firm's participation to be disqualified. A firm may participate in more than one bid only as a subcontractor.

7. Cost of Bidding

7.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 8.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 5 days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its

source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

8.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

8.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

8.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

8.6 Minutes of the pre-bid meeting, including the text of the questions rise, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting

The bidders are advised to attend the Pre-Bid meeting which will held on **8<sup>th</sup> June 2010** at the following address:

Procurement Unit -UNDP Country Office

Shah Mahmood Ghazi watt, in front of Turkish Embassy  
Kabul, Afghanistan

Attendance in the pre-bid meeting is optional; Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## B. Bidding Documents

### 9. Content of Bidding Documents

9.1 The Bidding Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 11 hereof:

Section 1 Instructions to Bidders

Section 2 Model Contract for Works

Section 3 General Conditions of Contract for Civil Works

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|  |           |   |
|--|-----------|---|
|  | Section 4 | Scope of Works  |
|  | Section 5 | Specifications  |
|  | Section 6 | Bill of Quantities  |
|  | Section 7 | Sample Forms  |
|  | 9.2       | The “Invitation for Bids” is included as a reference only. In case of discrepancies between the Invitation for Bids and the Bidding Documents listed in the preceding sub-clause, said documents will take precedence.  |
| 10. Clarification of Bidding Documents | 10.1      | A prospective bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address indicated in the BDS. The Employer will respond in writing to any request for clarification received no later than seven (7) calendar days prior to the deadline for submission of bids. Copies of the Employer’s response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source. |
| 11. Amendment of Bidding Documents     | 11.1      | At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing Addenda.  |
|  | 11.2      | Any Addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents.  |
|  | 11.3      | To give prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may extend the deadline for submission of bids.   |
| <b>C. Preparation of Bids</b>          |           |   |
| 12. Language of Bid                    | 12.1      | The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Employer shall be written in the English language.  |
| 13. Documents Comprising the Bid       | 13.1      | The bid submitted by the bidder shall comprise the original and one copy of the following:<br>Duly completed Bid Submission Form;<br>Priced Bill of Quantities or priced Schedule of Rates;<br>Implementation Schedule<br>Technical information as required in the BDS.   |
| 14. Bid Prices                         | 14.1      | The Contract shall be for the whole Works, summarized in the BDS, and based on the priced Bill of Quantities or priced Schedule of Rates submitted by the bidder.   |
|  | 14.2      | The attention of the bidder is drawn to Clause 56 of the General Conditions of Contract for Civil Works on taxation.  |
|  | 14.3      | The Contract does not include a price adjustment clause and, rates and amounts quoted by the bidder shall be firm for the duration of the Contract.   |
| 15. Currency of                        | 15.1      | Prices shall be quoted by the bidder entirely in USD.   |

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|                                 |  |
|---------------------------------|--|
| Bid                             |  |
| 16. Period of Validity of Bids  | <p>16.1 Bids shall remain valid for the period stipulated in the BDS after the date of bid submission specified in Sub-Clause 20.1 hereof. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.</p> <p>16.2 In exceptional circumstances, prior to expiry of the period of validity of bids, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request. A bidder agreeing to the request will not be required or permitted to modify its bid.</p>  |
| 17. Alternative Bids by Bidders | <p>17.1 Bidders shall submit bids that comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated in the Specification. Alternatives will not be considered, unless specifically allowed in the BDS.</p>   |
| 18. Format and Signing of Bid   | <p>18.1 The bidder shall prepare one original of the documents comprising the bid as described in Clause 13 hereof and clearly marked "ORIGINAL". In addition, the bidder shall submit two copies of the bid, clearly marked as "COPY 1" and "COPY 2". In the event of discrepancy between them, the original shall prevail.</p> <p>18.2 The original and the copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid shall be numbered sequentially and initialled by the person or persons signing the bid.</p> <p>18.3 Bids shall be submitted strictly in accordance with the Bidding Documents. Any amendments or qualifications made by the bidder, except those to comply with instructions issued by the Employer, may result in rejection of the bid.</p> |

#### D. Submission of Bids

|                                 |  |
|---------------------------------|--|
| 19. Sealing and Marking of Bids | <p>19.1 The bidder shall seal the original and the copy of the bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY 1" or "COPY 2".</p> <p>19.2 The inner and outer envelopes shall:<br/>be addressed to the Employer at the address provided in the BDS;<br/>bear the name and identification number of the Contract in accordance with Sub-Clause 1.1 hereof; and<br/>provide a warning not to open before the specified time and date for bid opening as defined in the Sub-Clause 23.1 hereof.</p> <p>19.3 In addition to the identification required above, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.</p> <p>19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p> |
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|---|--|
| 20. Deadline for Submission of Bids     | <p>20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the BDS.</p> <p>20.2 The Employer may extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.</p>  |
| 21. Late Bids                           | <p>21.1 Any bid received by the Employer after the deadline for submission of bids will be returned unopened to the bidder.</p>  |
| 22. Modification and Withdrawal of Bids | <p>22.1 Bidders may modify or withdraw their bids by giving notice in writing to be received by the Employer before the deadline for submission of bids.</p> <p>22.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18, 19 and 20 hereof, with the outer and inner envelopes additionally marked 'MODIFICATION' or 'WITHDRAWAL', as appropriate.</p> <p>22.3 No bid may be modified after the deadline for submission of bids.</p> <p>22.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or by including such modifications in the original bid submission.</p> |

#### E. Bid Opening and Evaluation

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|                                |   |
|--------------------------------|---|
| 23. Bid Opening                | <p>23.1 The Employer will open the bids, including modifications, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.</p> <p>23.2 Notices of "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall be returned unopened to the bidders.</p> <p>23.3 The bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.</p> <p>23.4 The Employer will prepare minutes of the bid opening, including the information disclosed to those present.</p> <p>23.5 Bids not opened and read out at bid opening shall not be further considered for evaluation, irrespective of the circumstances.</p> |
| 24. Process to Be Confidential | <p>24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.</p>   |

|   |  |
|---|--|
| 25. Clarification of Bids                                       | <p>25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any bidder for clarification of the bidder's bid, including breakdowns of prices. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 28 hereof.</p>  |
| 26. Contacting the Employer                                     | <p>26.1 No bidder shall contact the Employer on any matter relating to its bid from the time of the bidding opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.</p> <p>26.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders' bid.</p>  |
| 27. Examination of the Bids and Determination of Responsiveness | <p>27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria; (b) has been properly signed; and (c) is substantially responsive to the requirements of the Bidding Documents.</p> <p>27.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.</p> <p>27.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.</p> |
| 28. Correction of Errors  | <p>28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <ul style="list-style-type: none"> <li>where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and</li> <li>if a Bill of Quantities is used and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the</li> </ul>  |

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unit rate will be corrected.

If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the totals shall be corrected.

28.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, its bid will be rejected.

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive.

29.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows: making any correction for errors; excluding the provision, if any, for contingencies, but including daywork, if any, where priced competitively; making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17 hereof; and Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.4 hereof.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in bid evaluation.

**F. Award of Contract**

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30. Award Criteria

30.1 Subject to Clause 31 hereof the Employer will award the Contract to the bidder based on the qualification criteria

Set out in sub-section 5 of Section A (General Instructions to the bidder).

31. Employer's Right to Accept any Bid and to Reject any or all Bids

31.1 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder.

32. Award and Signing of the Contract Agreement

Having decided which bid to accept, the Employer will issue to the bidder whose bid has been accepted a Contract in two (2) originals. The bidder shall sign both originals and return one original to the Employer within seven (7) days of receipt thereof, and shall retain the other original for its record.

The successful bidder shall, at its own cost and expense, furnish to Employer a performance security in accordance with the provisions of the Contract within seven (7) days of receipt of the contract documents referred to in 32.1 above

32.3 Upon furnishing by the successful bidder of the performance security, the UNDP will promptly inform the other bidders that their bids have been unsuccessful and their bid security will be returned.

33. Debriefing

33.1 The Employer will promptly notify the name of the winning bidder to each unsuccessful bidder.

33.2 If after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request in writing to the Employer. The Employer will promptly respond in writing to the unsuccessful bidder.

34. Securities

34.1 If stated in the BDS, the bidder shall furnish a bid security as part of its bid in accordance with the enclosed format in Section 9 of this ITB. Alternatively the bidder may furnish a certified bank check for the amount of the Bid Security.

34.2 Any bid not accompanied by an acceptable bid security shall be rejected by the UNDP as being non-responsive.

34.3 The bid securities of unsuccessful bidders will be returned as promptly as possible after the expiration of the period of the bid validity.

34.4 The bid security of the successful bidder will be returned when the Bidder signs and returns unqualified, the Contract issued by the UNDP and furnishes the required performance security in the form and text as stated in Section 9, Sample Forms.

34.5 The bid security may be forfeited:

(a) if the Bidder withdraws its bid during the period of bid validity in accordance with paragraph 24.4 hereof;

(b) if the Bidder does not accept the correction of its bid price pursuant to paragraph 31 hereof;

(c) in the case of the successful bidder, if it fails within the specified time limit to:

- (i) to sign the contract agreement; or
- (ii) furnish the performance security,

Pursuant to paragraphs 32.2 and 32.3 hereof.

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### Bid Data Sheet (BDS)

|                                     |  |   |
|-------------------------------------|--|---|
| 9.1 (d)                             | Additional documents forming part of the Bidding Documents               | None  |
| 10.1                                | Employer's address for the purpose of clarification of Bidding Documents | <p>United Nations Development Programme (UNDP)<br/>Procurement Unit<br/>Shah Mahmood Ghazi Watt<br/>Kabul, Afghanistan</p> <p>Tel: +93 20 2101682-91<br/>Fax: +873 763 468 863<br/>E-Mail: <a href="mailto:Procurement.af@undp.org">Procurement.af@undp.org</a></p>                 |
| <b>B PREPARATION OF BIDS</b>        |  |   |
| 13.1 (i)                            | Additional information to be submitted by bidders                        | None required   |
| 15                                  | The Currency of the Bid  | Afghanis (AFN) only   |
| 16.1                                | Period of validity of bids   | Six months  |
| 17.1                                | Consideration of alternative proposals                                   | No  |
| <b>D SUBMISSION OF BIDS</b>         |  |   |
| 19.2                                | Employer's address for the purpose of bid submission                     | <p>United Nations Development Programme (UNDP)<br/>Procurement Unit<br/>Shah Mahmood Ghazi Watt<br/>Kabul, Afghanistan<br/>Tel: +93 20 2101682-91<br/>Fax: +873 763 468 863</p> <p>One Original and two copies to be submitted in Hardcopy (Electronic bids are not acceptable)</p> |
| 20.1                                | Deadline for Submission of Bids  | <p>Time: 1500 hours<br/>Date: 12th July 2010.</p>   |
| <b>E BID OPENING AND EVALUATION</b> |  |   |
| 23.1                                | Venue, time and date of bid opening                                      | <p>United Nations Development Programme (UNDP)<br/>Procurement Unit -UNDP Country Office<br/>Shah Mahmood Ghazi Watt, in front of</p>   |

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Turkish Embassy  
Kabul, Afghanistan

Tel: +93 20 2101682-91

Fax: +873 763 468 863

E-Mail: [procurement.af@undp.org](mailto:procurement.af@undp.org)

Time: 10:00 hours

Date: 13 July 2010.

32.2: Performance Security: The successful bidder shall furnish 10% of the total contract value to UNDP.

34: Bid Securities: Bid Security is not required

### Completeness of Bids:

Bidders must offer complete Bids. Partial bidding is **not** allowed.

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## Section 2 – Model Contract for Works

(Date    )

Dear Sir/Madam,

Ref.: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform works in respect of Construction OF STANDARD Power Station and supply of electrical ITEMS (hereinafter referred to as the "Works"), in accordance with the following Contract:

### 1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Civil Works, attached hereto as Annex II. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

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[INSERT NAME AND ADDRESS OF  
THE CONTRACTOR]

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

This letter Contract including the agreed minutes of the negotiation meeting dated ....., attached hereto as Appendix A to this letter Contract and Implementation Schedule attached hereto as Appendix B.

Annex I – Special Conditions of Contract;

Annex II – UNDP General Conditions for Civil Works;

Annex III – Scope of Works;

Annex IV – Specifications;



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## **Annex VI -Bill of Quantities;**

### **Annex VII - Sample Forms**

And the Contractor's Bid [ref....., dated .....], not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### **2. Obligations of the Contractor**

2.1 The Contractor shall commence work within seven (7) days from the date on which he shall have been given access to the site and received the notice to commence from the Engineer (Commencement Date), and shall perform and substantially complete the works within **Four (4) months or 120 days** after signing the contract. The Contractor shall provide Site engineers Skill and un-skill labours and other construction needed equipments, all materials, supplies and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work (work plan) referred to in Clause 13 of the General Conditions within four (2) weeks of the Commencement Date.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

### **3. Price and payment**

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 All items in Bill of Quantities are Fixed Unit Price.

3.3 The Contractor shall submit invoices for payment as follows:

For an amount of ten percent (10%) as an Advance Payment upon the actual start of work and contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form provided for in Annex VII to this letter Contract and acceptable to UNDP,

The payment will be released as per the following proposed schedule

| <b>Completion of work</b>              | <b>Payment</b> | <b>Date</b> |
|--|----------------|-------------|
| Upon Completion of 10% work            | 10%            |             |
| Upon Completion of additional 20% work | 25%            |             |
| Upon Completion of additional 40% work | 35%            |             |
| Upon Completion of additional 30% work | 30%            |             |
| <b>Total</b>                           | <b>100%</b>    |             |

A final invoice within 30 days from the issuance of the Certificate of Final Completion by the Engineer.

The amounts of the payments referred to under section 3.6 above shall be subject to deductions as follows:

Deduction of ten percent (10%) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.

Deduction as retention sum of ten percent (10%). And will be released upon expiration of defects liability period and issuance of the Certificate of Final Completion.

UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.

3.7 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.

3.8 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

#### 4. Submission of invoices

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4.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

4.2 Invoices submitted by fax shall not be accepted by UNDP.

## 5. Time and manner of payment

5.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

5.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

## 6. Modifications

6.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

## 7. Notifications

7.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

### **For the UNDP:**

**Country Director**  
**United Nations Development Programme (UNDP)**

**With cc to:**  
**Procurement Manager**  
**Procurement Unit**  
**Shah Mahmood Ghazi Watt**  
**Kabul, Afghanistan**  
**Tel: +93 20 2101682-91**  
**Fax: +873 763 468 863**  
**E-Mail: [procurement.af@undp.org](mailto:procurement.af@undp.org)**

For the Contractor:

\_\_\_\_\_  
[Insert Name, Address and Telex,  
Fax and Cable Numbers]

7.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

(Name)

For [Insert name of the Contractor]

Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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## **Section 3**

### **General Conditions of Contracts for Civil Work**

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5. General Duties/Powers of Engineer
6. Contractor's General Obligations/Responsibilities
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71. Settlement of Disputes
72. Privileges and Immunities

## **1 DEFINITIONS**

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

"Employer" means the United Nations Development Programme (UNDP).

"Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.

"Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.

"Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.

"The Works" means the works to be executed and completed under the Contract.

"Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.

"Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.

"Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.

"Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.

"Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

## **2 SINGULAR AND PLURAL**

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

## **3 HEADINGS OR NOTES**

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

#### **4 LEGAL RELATIONSHIPS**

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Engineer and any subcontractor(s) of the Contractor.

#### **5 GENERAL DUTIES/POWERS OF ENGINEER**

The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.

The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.

The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.

The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.

The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.



Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.

The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.

Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.

In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.

The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.

If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

## **6 CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES**

### **Obligation to Perform in Accordance with Contract**

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

### **6.2 Responsibility for Site Operations**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Engineer.

### **Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

### **Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.

### **Officials Not to Benefit**

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award

thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

#### Use of Name, Emblem or Official Seal of UNDP or the United Nations

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or the United Nations or any abbreviation of the name of the Employer or the United Nations for advertising purposes or any other purposes.

#### **Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

### **7 ASSIGNMENT AND SUBCONTRACTING**

#### Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

#### **Subcontracting**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

#### **Assignment of Subcontractor's Obligations**

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

## **8 DRAWINGS**

### **Custody of drawings**

The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized in writing by the Engineer.

### **Disruption of Progress**

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

## **9 WORK BOOK**

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

## **10 PERFORMANCE SECURITY**

As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.

The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of **Substantial** Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of **Substantial** Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.

If the security of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

## **11 INSPECTION OF SITE**

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

## **12 SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

### **13 PROGRAMME OF WORK TO BE FURNISHED**

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

### **14 WEEKLY SITE MEETING**

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

### **15 CHANGE ORDERS**

The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.

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

### **16 CONTRACTOR'S SUPERINTENDENCE**

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause 17(3) hereinafter, the

Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

## **17 CONTRACTOR'S EMPLOYEES**

The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is mis-conducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.

Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

## **18 SETTING-OUT**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

## **19 WATCHING AND LIGHTING**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.

## **20 CARE OF WORKS**

From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

## **21 INSURANCE OF WORKS, ETC.**

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof.

The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;



The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;

An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

## **22 DAMAGE TO PERSONS AND PROPERTY**

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

The permanent use or occupation of land by the Works or any part thereof;

The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.

Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.

Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

## **23 LIABILITY INSURANCE**

Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer

by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

### **Minimum Amount of Liability Insurance**

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

### **Provision to Indemnify Employer**

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

## **24 ACCIDENT OR INJURY TO WORKMEN**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **Insurance Against Accident, etc., to Workmen**

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

## **25 REMEDY ON CONTRACTOR'S FAILURE TO INSURE**

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

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

The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.

The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

## **27 FOSSILS, ETC.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Engineer's orders as to the disposal of the same.

## **28 COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES**

The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses

whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

## **29 INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

## **30 EXTRAORDINARY TRAFFIC AND SPECIAL LOADS**

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.

Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, pre-constructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

## **31 OPPORTUNITIES FOR OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other

duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

### **32 CONTRACTOR TO KEEP SITE CLEAN**

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

### **33 CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION**

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

### **34 LABOUR**

#### **Engagement of Labour**

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

#### **Supply of Water**

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

#### **Alcoholic Drinks or Drugs**

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

#### **Arms and Ammunition**

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

### Holiday and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

### Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

### Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighborhood of the Works against the same.

### Observance by Sub-Contractors

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

### Legislation applicable to Labour

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

## 35 RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

## 36 MATERIALS, WORKMANSHIP AND TESTING

### Materials and Workmanship

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance,

instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.

No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

#### Cost of Samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

#### Cost of Tests

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

Those clearly intended by or provided for in the Contract Documents.

Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

### **37 ACCESS TO SITE**

The Employer and the Engineer and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

### **38 EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

### **39 REMOVAL OF IMPROPER WORK AND MATERIALS**

Engineer's power to order removal

The Engineer shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;

The substitution of proper and suitable materials; and

The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

Default of Contractor in carrying out Engineer's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Engineer, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

### **40 SUSPENSION OF WORK**

The Contractor shall on the written order of the Engineer suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

### **41 POSSESSION OF SITE**

Access to Site

The Employer shall with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Engineer by notice in



writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case may be.

Way leaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

#### Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

### **42 TIME FOR COMPLETION**

Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.

The completion time includes weekly rest days, official holidays, and days of inclement weather.

### **43 EXTENSION OF TIME FOR COMPLETION**

If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

#### **44 RATE OF PROGRESS**

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Engineer at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

#### **45 LIQUIDATED DAMAGES FOR DELAY**

If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

## **46 CERTIFICATE OF SUBSTANTIAL COMPLETION**

### **Substantial Completion of the Works**

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

### **Substantial Completion of Sections or Parts of the Works**

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

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

such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

## **47 DEFECTS LIABILITY**

### **Defects Liability Period**

The expression "Defects Liability Period" shall mean the period of Twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial

Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

#### Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

#### Cost of Execution of Work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

#### Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

#### **Certificate of Final Completion**

Upon satisfactory completion of the work outstanding on the Works, the Engineer shall within twenty eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

### **48 ALTERATIONS, ADDITIONS AND OMISSIONS**

#### Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for

any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

increase or decrease the quantity of any work under the Contract;

omit any such work;

change the character or quality or kind of any such work;

change the levels, lines, positions and dimensions of any part of the Works;

Execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

Variations Increasing Cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Engineer. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Engineer accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

### **Valuation of Variations**

The Engineer shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Engineer shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

### **49 PLANT, TEMPORARY WORKS AND MATERIALS**

Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part

thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

#### Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

#### Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

#### Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfillment of all of the terms of the Contract.

#### Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

#### 50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

#### 51 MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

#### 52 LIABILITY OF THE PARTIES

The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.

The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

#### Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

#### Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:

If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;

If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;

If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;

If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;

If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;

If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;

If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;

If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

### **Evaluation after Re-entry**

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

### **Payment After Re-entry**

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him,, then the Contractor shall upon



demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

#### **54 URGENT REPAIRS**

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Engineer be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Engineer shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

#### **55 INCREASE AND DECREASE OF COSTS**

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

#### **56 TAXATION**

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

#### **57 BLASTING**

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

#### **58 MACHINERY**

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the

Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

## **59 TEMPORARY WORKS AND REINSTATEMENT**

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

## **60 PHOTOGRAPHS AND ADVERTISING**

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

## **61 PREVENTION OF CORRUPTION**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

## **62 DATE FALLING ON HOLIDAY**

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

## **63 NOTICES**

Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be Unreasonably withheld or delayed.

Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by Delivering the same at the said address against an authorized signature certifying the receipt.

Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

## **64 LANGUAGE, WEIGHTS AND MEASURES**

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

## **65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT**

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

## **66 FORCE MAJEURE**

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;

The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in subparagraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;

The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;

If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and

For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

## **67 SUSPENSION BY THE UNDP**

The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP's sole discretion:

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

The Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNDP of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by the UNDP for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

## **68 TERMINATION BY THE UNDP**

The UNDP may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNDP upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and

The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

## **69 TERMINATION BY THE CONTRACTOR**

In the case of any alleged breach by the UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP's inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt

thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

#### 70 RIGHTS AND REMEDIES OF THE UNDP

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNDP.

The UNDP shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

#### 71 SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

##### Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

##### Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

##### Conciliation

Where the representatives of the Parties are unable to reach such an amicable settlement, either party may request the submission of the matter to conciliation in accordance with the UNCITRAL Rules of Conciliation then obtaining.

##### Arbitration

Any claim, controversy or dispute which is not settled as provided under clauses 71.1 through 3 above shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

**72 PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNDP is an integral part.

## **Section 4 - Scope of Work**

### **UNDP Mission Statement**

UNDP is the UN' s global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 166 countries, working with national counterparts on their own solutions to global and national development challenges.

### **2. Peace through Justice (PTJ) Project**

The UNDP office in Afghanistan (the Employer) wishes to draw Bid Documents from qualified contractors with experience in construction of justice facilities in the framework of the UN Peace through Justice Joint Programme (PTJ) funded by the Government of Spain. Through a partnership between UNAMA, UNDP, UNICEF, UNIFEM and UNODC, the 2.5 year programme will significantly strengthen both the supply and demand for access to justice for men and women at the district level across Afghanistan.

The programme aims to meet the priorities of the Afghanistan Governments National Justice Programme and UNDAF outcome1, Country team output 4- More Afghans have increased access to a reformed comprehensive and effective justice system. This will be achieved through a combination of different capacity development activities.

Full bids for all work or bid for individual lot will be accepted, partial bid within a lot is not acceptable. Specifications and site information are as provided in Sections 5 and 6. The Employer shall provide additional site information where required. The Contractor shall obtain prior approval from the Employer for any activities planned provided by them.

The Contractor or contractors to carry out the following jobs upon signing the contract (s):

#### **4.2 Program of Work**

The Contractor shall perform work that spans the period from mobilization, construction through turnover of the work to the Employer (who represents the owner). Technical and management manpower including experienced managers, engineers, foremen, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and execution of the works at all time are to be brought to site during mobilization. Anticipated quantities of work are to be performed each month. If, during the progress of the work, the quantities of work performed per month fall more than ten percent below those shown in the program, or if the sequence of operations is altered, the Contractor shall submit a revised written program within a week of the occurrence of said event.

All materials shall be as specified as proposed in the documents. Materials shall be verified by the Engineer (or Engineer's representative) as being in accordance with the specifications in part based on samples requested and supplied.



### **4.3 Workmanship and Quality Control**

The Contractor is expected to produce work which conforms in quality and accuracy of detail to the standards attached hereto at Section 5 & 6. The Contractor, at own expense, is to institute a quality control system and provide experienced managers, engineers, foremen, materials technicians and other technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and execution of the works at all times.

### **4.4 Work Plan**

Contractor shall implement the project based on a detailed work plan. This includes the timing of key tasks and must incorporate comment and inputs by the Engineer (or Engineer's representative).

### **4.5 Workmanship and Quality Control**

The Contractor shall institute a quality control system.

Contractor shall provide one Electrical engineer, civil engineer, one foreman and enough skill labour to undertake specific technical activities according to proposal and technical specification.

The Contractor shall provide adequate trucks for transportation of all building materials included in the bill of quantities.

The Contractor shall provide water tankers, hose pipe and water for construction and curing included in the bill of quantities.

The Contractor shall provide a site Journal book to be recorded quality – quantity and technical guidance regularly.

### **4.6 Remedial work**

When any part of the works or any equipment or material is found upon examination by the Employer or Engineer not to conform to the requirements or is at any stage before final acceptance damaged so that it no longer conforms to the requirements, Engineer may order its complete removal and replacement, at contractor's expense.

### **Materials (General)**

All manufactured items must be new and be approved by UNDP Engineer or any other party authorized by UNDP prior to their purchase and installation. The material provided by the contractor will be of a suitable quality for the intended purpose.

### **5 Measurements and Payment**

The contractor shall accept the payment provided for in the contract and represented by the prices tendered by the contractor in the Bill of Quantities, as incorporated into the contract, as payment in full for executing and completing the work as specified, for procuring and furnishing all materials, trainers, supervision, tools and equipment, for wastage, transport, loading and offloading, handling, maintenance, temporary work, testing, quality control including process control, security, overhead, profit, risk and other obligations and for all other incidentals necessary for the completion of the work.

### **6. Duration of Contract**

The contractor shall start the mobilization and site take over upon issuance of site possession letter by UNDP engineer, the total work is planned to be completed in **Four (4) months 120 days** and there will be no extension beyond the expected completion date.

## Section 5 – Specifications

### General

#### Pre-Construction Work

The Engineer, Contractor will carry out a joint condition-in survey using video or digital photographs to record the condition of the site upon handover to the Contractor. This will determine the state of the site that the Contractor must hand back upon completion of the works. The Contractor will carry out a detailed site for starting activities with photos in the presence of the Government focal point (GFP) and MC. A Pre-Construction Meeting will be held between the Engineer, MC and the Contractor to review the following information:

#### Work Method Statement

#### Program

#### Method, Schedule of construction of standard power station

If the Engineer approves the above documentation, then the Contractor will be issued with the Notice to Proceed. If the documentation is incomplete, the Contractor will have 3 calendar days to revise and resubmit the documentation for approval. The contract period begins on the day the Notice to Proceed is issued. The Contractor must mobilise on the project site within 7 calendar days of the date of issue of the Notice to Proceed.

#### Site restrictions

Site security limitations: Comply with any restrictions on site area, access or working times advised by the Engineer, GFP, MC and contractor.

#### Contractors Facilities and Work Practices

The Contractor is required to provide adequate first aid equipment on-site, failure of the Contractor to ensure the availability of first aid equipment on-site will result in an immediate 'stop work' order being issued. All costs and time delays resulting from any such 'stop work' order are entirely the Contractor's responsibility. A temporary site office will be established by the Contractor at the work site. The location of the site office will be identified by the Engineer or GFP to the Contractor. The Contractor is to maintain a safe, healthy and tidy worksite at all times and all work activities are to be performed with protective and safety equipment appropriate for the task. The Contractor is entirely responsible for workplace safety and unsafe work practices will be identified and recommendations made for revised work methods as appropriate.

#### Project signboards

Provide project-specific signboards and the following:

Location, size and wording as directed by Engineer.

Maintain in good condition for duration of the work.

Obtain approval before display of advertisements or provision of other signboards.

#### Contractor's representative

The contractor must employ an experienced engineer at related activities as the Site Manager. This person must be on site during working hours, and fluent in English and technical terminology especially in construction of standard power station. The Contractor's Site Manager will have the authority to make all decisions concerning the project

#### Program of work

The Contractor is to provide a construction program which has the following information:

Sequence of work.

Work plan.

Allowance for holidays and winter weather restrictions..

Activity inter-relationships.

Periods within which various stages or parts of the work are to be executed.

Update the program weekly. Identify changes since the previous version, and show the estimated percentage % of completion for each item of work.

Time scale: Working days.

#### Site meetings

Hold and attend site meetings in a month throughout the contract and ensure attendance of appropriate contractors, the GFP, and Engineer (and or the Engineer's representative). The meeting schedule may be modified by the Engineer. The meeting will consider the following items:

Technical issues.

Program.

Quality of work.

Quantity of work (progress in percentage %).

The Contractor is to keep minutes of site meetings. Within 2 working days after each meeting, the Report should be submitted to the Employer and Engineer.

#### Completion of the works

##### Final cleaning

Before Practical Completion, clean throughout, including interior and exterior surfaces exposed to view. Clean debris from the site, roofs, gutters, down pits and drainage systems. Remove waste and surplus materials include transportation to out of the project site.

#### Reinstatement

Before practical completion, clean and repair damage caused by installation or use of temporary work and restore existing facilities used during construction to original condition.

#### Post construction Works

The Contractor will provide the following documentation after all site construction has been completed:

Warranty Statement

Material Test Certificates

Photos (before work, during work and after work).

All GFP signed documents during and after work.

A condition-out survey will be conducted with the Contractor and Engineer at which damages caused by the Contractor will be identified. The Engineer will determine if the Contractor is to make repairs or if the damage will be deducted from the Contractor's final invoice.

## TECHNICAL SPECIFICATION

### GENERAL:

#### Material (General):

All manufactured items must be new and be approved by UNDP Engineer or any other party authorized by UNDP prior to their purchase and installation.

The material provided by the contractor will be of a suitable quality for the intended purpose.

#### Contractor Representative:

At all times during the project, the contractor will have a suitably qualified engineer on site, as the site manager.

UNDP Engineer or any other party authorized by UNDP reserve the rights, at the contractor expense, to stop work if the site engineer is not present on site.

#### Contractor Responsibility:

The Contractor is responsible for all solicitation documents such as BOQ, Technical Specification, Scope of Works and to assure themselves while pricing the BoQ.

### CONSTRUCTION MATERIALS

**Cement:** The cement to be used in the works should be ordinary Portland cement

Complying with ASTM C-150 or BS-12. The cement shall be protected from moisture and damage in transit and in storage, deteriorated and hardened cement will not be permitted in the works

**Sand:** River or pit sand should be sharp, angular, hard, clean uncoated particles free from Clay organic impurities. Well-graded sand must be used for all cement work. Sand required for brickwork must be finer than that for stonework. For ordinary masonry work, concrete and first coat of plaster, the sand should pass through a 2.00mm sieve. For Fine works like pointing or second coat of plastering, sand should pass through a 1.8mm Sieve.

**Aggregates:** Aggregates must be clean and free from clay, loam, and vegetable and Organic materials. A well graded crushed rock or gravel that contains both sand and stones should be used for concrete work. The size of the aggregates should not be larger than 20mm. The Aggregates should be washed at least once in clean water immediately before being used in concrete production.

**Reinforcement bars:** Only mild steel bars of ASTM Grad 40 (deformed) should be used for concrete reinforcement. All reinforcement must be free from loose or scaly rust, Oil and greases, immediately before placing the concrete. Tie wire for reinforcement shall be No.22 gauge or heavier, black or galvanized.

**Stones:** Stones must be hard, tough, compact grained and uniform in texture and color any stone used must be free from decay, flaws, cracks and sand holes, clay, Loam, vegetable and organic materials.

Stones shall be hammer dressed; face sides shall not be larger than the height of the stone

**Water:** Water to be used in mixing concrete should be clean and free from oil, acid, alkali Salt, organic materials or other substances that are harmful to concrete or reinforcement generally, if water is potable, it is acceptable for use

**Bricks:** Only well-burnt clay bricks should be used for all brick masonry work. Traditional bricks of size 24x12x6cm should be used. Bricks should be free from saline deposits. Regular and uniform in size with sharp square edges and parallel faces. Bricks shall be homogenous in texture and shall emit a clear metallic ringing sound struck one against the other. They shall be free from cracks, chips, flaws and other blemishes.

Bricks shall not absorb water in greater quantity than one sixth of the weight of the brick after immersion in water for one hour.

#### CONCRETE WORKS:

The size of the concrete aggregate should not be more than 20mm.

A minimum of (2.5-4) cm concrete cover should be provided for all reinforcements.

Concrete shall be proportioned as 1:2:4 (cement, sand, aggregate) for mass concrete and

1:1.5:3 (cement, sand, aggregate) for reinforced concrete or as specified in the design drawings, BoQ (unless specified different).

All concrete should be mixed until there is a homogenous mixture of the required consistency from mixer and uniform distribution of materials. The mixture should be discharged completely before it is recharged. Hand-mix should only be done for small Concrete work. The mixture should be made on a watertight platform.

#### BRICK MASONRY WORK:

Brick must be soaked overnight before using them for masonry works.

The masonry work must be maintained above 30 degrees centigrade and in a moist condition (By pounding, or covering with wet sand or gunny or straws) for at least fourteen (14) days after placement.

Mortar joints must be between 8mm and 4mm

Cement mortar of the proper consistency must be used on all works. Any subsequent thinning with water is prohibited. Mortar that is too thick or too thin shall not be used.

The surface of each course must be thoroughly clean of all dirt before another course is laid on top. If the mortar in any course has begun to set. The joint must be raked out to a depth of 12mm before another course is laid.

When the top course has been damaged by the weather, it must be removed and the surface of the second course thoroughly cleaned before any more courses are added.

Bricklayers must be added on uniform throughout the structure so there is equal distribution of pressure on the foundations to avoid cracking. No portion of the partially completed work shall be left more than 90 cm lower than another.

When work is to be built on a soil that contains harmful salts. Only selected well-burnt bricks must be used for all height of at least 60cm above ground level as bricks which are not well-Burnt rapidly corrode away in this environment.

All exposed surfaces of the brick must be plastered with 20mm cement mortar of 1:4 (Cement, sand) mix or 1:2:9 (cement, lime, sand) as per requirement.

#### STONE MASONRY WORK:

Stones must be hammer-dressed on the face, sides and beds to such an extent that the stone will come into close proximity.

No face stone must be narrower or shorter than its height.

Joints must not exceed 4cm thick.

Stones must be carefully laid. Hammered down with mallet into place and solidly bedded with mortar. Chips and spalls must be wedged-in to avoid thick beds of Joints and mortar.

Mortar specifications on section C apply.

#### CEMENT PLASTER:

The surface to be plastered must be clean and free from all dust, loose material, grease, Etc and be well wetted prior to the application of the plaster.

Plaster must be applied in at least two coats. No single coat must exceed 15mm in Thickness.

Cement mortar used for plastering must be proportioned at 1:4 (cement, sand) mix.

Cement-lime-sand plaster should be mixed in 1:2:9 proportions.

#### POINTING:

Pointing must be done while the mortar in the joints is still green.

The surface of the work should be prepared as explained in section E1.

The joints must be well wetted in old work before pointing, as the mortar will not stick on a dry surface.

#### EARTH WORK:

The material used for compacted embankment must be gravel, sand, silt, clay or a

Mixture of these materials from excavation or any other source approved by UNDP.

The materials must be free of logs, stumps, roots, organic matter and rubbish ingredients.

Highly expansive clays, which show marked, swell and shrinkage properties, shall not be used.

Prior to placing of any embankment upon any area. All clearing, grubbing and stripping Operations shall have been completed.

G.3 All embankments must be constructed in horizontal layers and to the required grade and side slopes shown in the drawings, prior to compaction, the layers must not exceed 15cm in depth.

Each layer of soil must be compacted uniformly by use of adequate and appropriate Compaction equipment. The compaction shall be done in a longitudinal direction along the embankment and shall begin at the outer edges and progress toward the center before compaction each layer shall be sufficiently watered to bring the moisture contents close to optimum.

Backfilling not within the embankment area must be placed in layers not more than 15cm In depth (loose measurement) and must be compacted to a density comparable with the adjacent undisturbed material.

No backfilling must be placed against any structure until permission has been given by UNDP engineers.

The borrow area shall be consulted with authorities and communities that is should not Damage the environment.

#### EXCAVATION:

Excavation of foundation in ordinary soil or all kinds of soil shall include dewatering, bailing out water, taking out the material to a specified distance, establishing bench mark and etc.

All foundations shall be carried to good bearing soil and to the minimum depth below finish grade as indicated on the design drawings.

Excavation in rock beside the requirement in I.1 shall include drilling, blasting etc.

Avoid cutting trees to a possible extent.

#### PAINTING:

Use good quality oil paint at least in 2 layers for all carpentry works.

Cover glasses and frames with paper to protect them against any paint that is not required similar painting.

Do not plainly use the paint here and there, the paint should be only applied to the places Recommended by engineer.

Use plastic emulsion (about 60%) for all water paints.

All irregularities should be removed before starting painting.

#### CARPENTRY:

Use best quality of wood for doors, windows and ceiling.

The thickness of the frames and sash shall normally kept 7 to 8cm.

The wood should be dry enough to avoid binding, tilting in future.

#### FINISHING WORK:

A standard UNDP subproject sign (sample copy attached) must be erected on concrete Foundation at each specified site before work begins.

The site must be clean of debris and other unused construction materials.

All spoil soil must be leveled and earth retaining structures backfilled.

#### Concrete Design and Production:

Materials characteristics and proportions of concrete ingredients shall conform to those specified in M-150 (1:2:4) and M-200 (1:1.5:3).

Cement and aggregates shall be stored to prevent their deterioration or the intrusion of foreign matter.

Any material which has deteriorated or has been contaminated shall not be used for concrete.

#### Concrete Construction Requirement:

Internal vibrators shall have a minimum frequency of 8000 vibrations per minute and sufficient amplitude to consolidate the concrete effectively.

Vibrators shall be inserted and withdrawn at points approximately 450mm apart.

The duration of each insertion shall be sufficient to consolidate the concrete but not sufficient to cause segregation.

Once concrete placement is started, placement shall continue until the panel or section is completed, or until a suitable construction joint is reached.

#### Formwork:

Formwork shall be designed, erected, supported, braced and maintained so that it will sustain all vertical and lateral loads until such loads can be supported by the concrete structure itself.

Forms shall conform to the shape and dimensions of the members shown on the design drawings.

Forms shall be true, rigidly constructed, and sufficiently tight to prevent leakage of cement paste.

Forms shall be suitable for the work to be performed and may be of dressed lumber, plywood, metal or other suitable materials.

## Section 6 - Bill of Quantities

### 1. General Instructions

1.1 The Bill of Quantities must be read with the General Conditions of Contracts for Civil Works, and the Specifications and the Contractor shall be deemed to have examined the Specifications, Conditions of Contract and to have visited the Site and acquainted himself with the Works to be done and the way in which they are to be carried out and all factors affecting the execution of the Works and the Costs thereof including temporary works if required to complete the works.

1.2 Notwithstanding that the work has been sectionalised, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it so far as it may be practicable to do so.



1.3 General directions and descriptions of work and materials given in the Specification are not necessarily repeated in the Bill of Quantities. The Specification shall therefore be referred to for the true intent of the Detailed Bill of Quantities.

1.4 All work shall be measured net as it is finished and/or fixed in the Works and no allowance shall be made for wastage notwithstanding any general or local custom. Any items of work not covered in the Preamble shall be measured as per specifications for works or as decided by the Engineer.

1.5 The quantities set down against the items in this Bill of Quantities are an approximate estimate of the quantity of each kind of work included in the Contract and are given for the convenience of forming a common basis for tendering. They are not to be taken as a guarantee that the quantities scheduled will be carried out or required or that they will not be exceeded. The Employer / Engineer reserves the right to delete any item indicated in the Bill of Quantities at any time.

1.6 The quantities shall therefore not be considered as representing the final measurements, it being the intention of the Contract (except where otherwise specifically stated) that the actual quantities of work ordered and carried out shall be jointly measured on completion by the Engineer or his authorised representative and the Contractor and valued and paid for at such prices and rates entered by the Contractor in the Bill of Quantities.

1.7 The rates and prices set down against the items are to be the full inclusive value of the finished work shown on the Drawing and/or described in the Specifications or which can reasonably be inferred there from and to cover the cost of every description of Temporary Works executed or used in connection therewith (except those items in respect of which specific provision has been separately made in this Bill of Quantities) and all the Contractor's obligations under the Contract including testing, giving samples and all matters and things necessary for the proper execution, completion and maintenance of the Works. No claim for additional payment shall be allowed for any error or misunderstanding by the Contractor of the work involved.

The unit rates to be inclusive of all material cost, Transportation, Skill and unskilled labour cost, staff cost, and profit.

1.8 In case of a discrepancy between the rate quoted in figures and in words, the rate quoted in words shall take precedence. In case of any arithmetical errors in the extensions (Quantity x Unit Rate) in the Bill of Quantities, the unit rate and not the quoted amount shall prevail. Errors will be corrected by the Employer for any such arithmetical errors.

1.9 Each individual item in the Bill of Quantities is to be priced or if any items are not priced it is to be indicated under which item or items the value of the work has been included. Items, the rates/prices of which are the same, shall not be bracketed. If the Contractor omits to price an item, the cost of the work of such item shall be deemed to be spread over and included in the prices/rates given for other items and the Contractor will be paid at zero rates for that item. The Contractor shall not write against items "included" when the rate is asked for.

1.10 The rates and prices shall include (except where separate items are given) for the provision and operation of the following items, for compliance with the Condition of Contracts, Particular Conditions, the specifications and Tender drawings:

1.11 A separate payment shall be made to the Contractor for the pay work, the Contractors Equipment/hand over as listed in the Day Work Schedule.

1.12 The Specifications and the various Sections in the Bill of Quantities are intended to cover the supply of all Materials and Plant and the execution of all works necessary to complete the Works. Should there be any details of Construction or Materials or Plant which have not been referred to in the Specifications or in the Bill of Quantities or the Drawings, but the necessity for which may reasonably be implied or inferred there from, or which are usual, or essential to the completion of all works in all trades, the same shall be deemed to be included in the rates and prices within in the Bill of Quantities. The rates and prices shall cover the items as described in the Bill of Quantities and if there is inconsistency between the Bill of Quantities, Specifications or the Tender Drawings, the description in the Specifications shall prevail.

## Summary of Price Schedule

Bill of Quantity (BoQ) for District Level SC Building

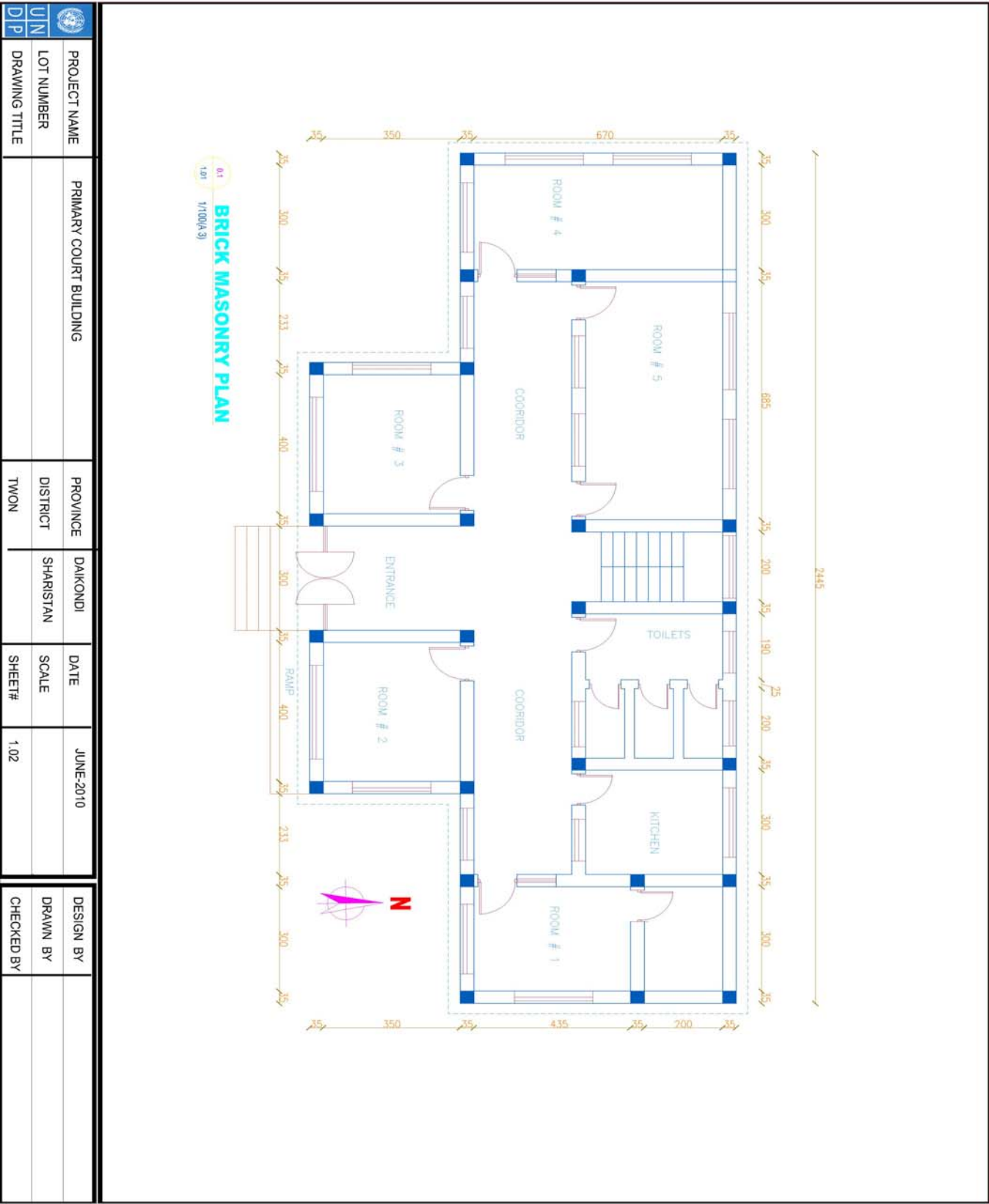
| No | Description of work   | Unit | Qty    | Unit Rate<br>AFN | Total Cost<br>AFN |
|----|---|------|--------|------------------|-------------------|
| 1  | Mobilization and Demobilization for the Construction of DL/SC building project: Building shall be constructed as per approved plans, drawings and Specification   | LS   |        |                  |                   |
| 2  | Excavation of foundation B=60cm , d=80cm (B=width d=depth)  | Cum  | 96.00  |                  |                   |
| 3  | Stone masonry for foundation and supper structure shall be 60 cm wide. Footings and foundation to be placed a minimum below Glacial level. Mix proportion of mortar is 1:4 Overlap and bond shall be ensured in stone masonry. Stone shall not be placed verti        | Cum  | 186.00 |                  |                   |
| 4  | Use RCC (M150 _1:2:4) for ring beam on top of stone masonry foundation and top of stone masonry walls not be less than 35cm width by 20 cm height in size, use 4 -12 mm rebar and 6 mm stirrup at 20 cm c/c.  | Cum  | 14.00  |                  |                   |
| 5  | Back filling shall be done with proper compaction at each 20 cm layer of backfill.  | Cum  | 128.00 |                  |                   |
| 6  | Burn brick masonry on top of bottom ring beam with 1:6 cement- sand mortar. Use best quality of burn bricks if applicable. Mortar layer maybe kept 1cm.   | Cum  | 191.00 |                  |                   |
| 7  | RCC column (M200 _1:1.5:3) 35 x 35cm size, use 4 -14 mm rebar and 6 mm stirrup at 15 cm c/c.  | Cum  | 35.00  |                  |                   |
| 8  | RCC (M150 _1:2:4) for top ring beam on top of brick masonry walls not be less than 35cm width by 20 cm height in size, use 4 -12 mm rebar and 6 mm stirrup at 20 cm c/c.  | Cum  | 14.00  |                  |                   |
| 9  | RCC for Slab (M-200): Clean Sand and Gravel, good quality Cement mix in clean Water, Steel Bar free from rust, as per UNDP approved drawings and specifications. The roof construction shall meet the requirements described in technical specification and drawings. | Cum  | 30.00  |                  |                   |
| 10 | PCC: on the top of roof to be ready for pasting of Ezogam, Mix proportion of mortar is 1:4  | Cum  | 5      |                  |                   |

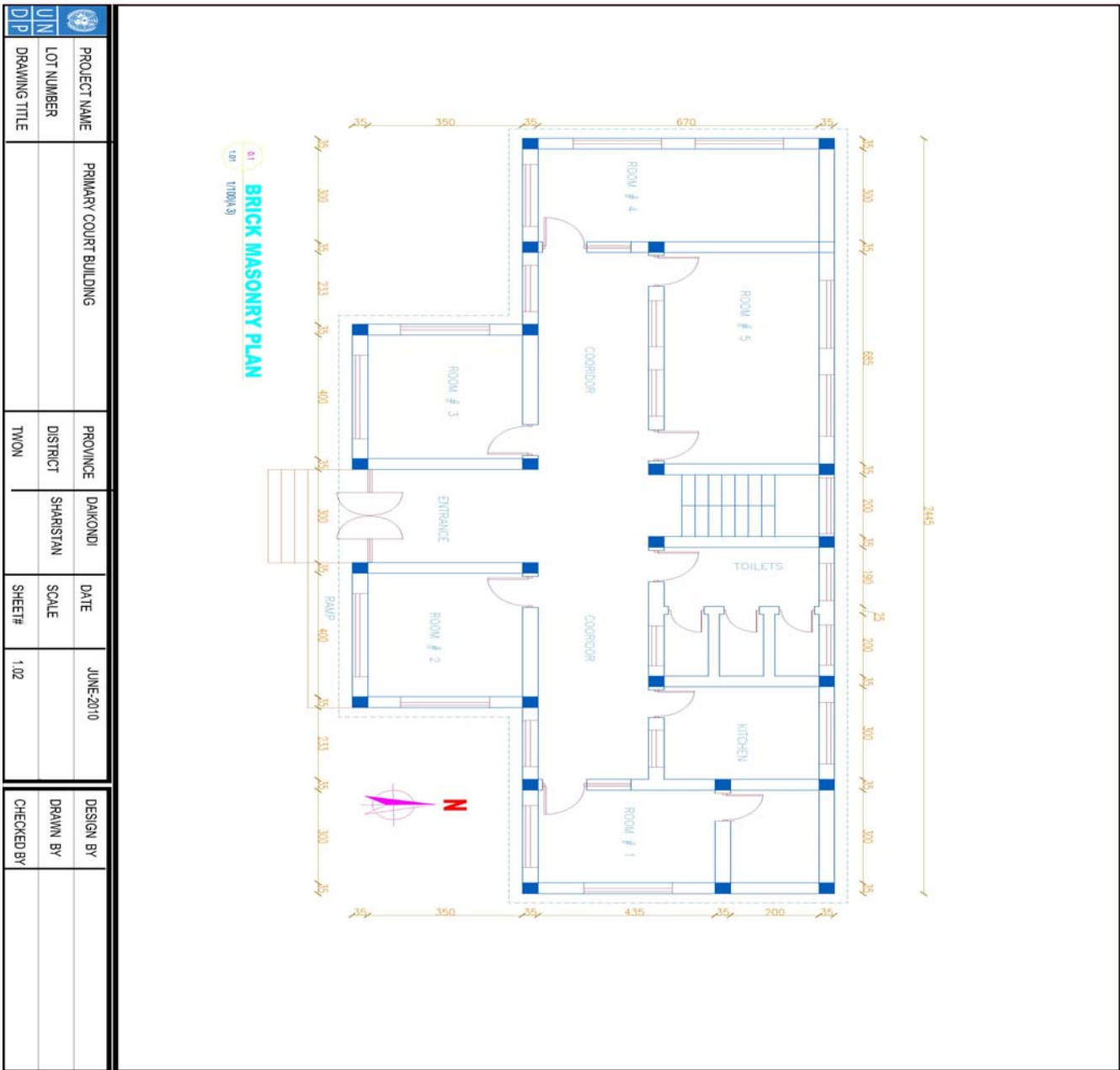
| No | Description of work   | Unit | Qty    | Unit Rate<br>AFN | Total Cost<br>AFN |
|----|---|------|--------|------------------|-------------------|
| 11 | A layer of best quality of Ezogam(5mm thick) shall be pasted on the roof once RCC slab curing required duration become complete. Ezogam pasting shall be fixed as per manufactures instructions. Your cost will be per squar roof.                              | Sqm  | 245    |                  |                   |
| 12 | 2.5 cm PCC: on the top of Ezogam, Mix proportion of mortar is 1:4   | Cum  | 6.3    |                  |                   |
| 13 | Gutters: Gutters shall be of best quality PVC pipe and shall be fixed tightly into the wall.  | LM   | 28     |                  |                   |
| 14 | 8- Doors and widows installation: Best Quality wooden doors and widows shall be installed with key pad locks.   | Sqm  | 112.00 |                  |                   |
| 15 | Electric System: Supply and installation of interior electric system within Conduit pipes and it need to apply national electrical standard all rooms+ relative components of one storey building, this job include supply and installation of wire, switches   | LS   |        |                  |                   |
| 16 | Water supply and Plumbing: Supply and installation of 500 litter's plastic water tank, complete pumbing system for three toilets, three sink, one kitchen of CPVC pipes and fittings should be used. Sanitation system should be connected to Septic tanks ( co | LS   |        |                  |                   |
| 17 | Electric Gazer: Supply and installation of 80 liters capacity gazer best quality per approvel of UNDP/JHRA Engineer   | No   | 1.00   |                  |                   |
| 18 | Ceramic Tiles: Supply and installation of ceramic tiles, best quality for walls and floor of toilets  | Sqm  | 80.00  |                  |                   |
| 19 | Commode: Supply and installation of three commodes , best quality as per approvel of UNDP/JHRA Engineer   | No   | 3.00   |                  |                   |
| 20 | Sinks: Supply and installation of three sinks, best quality as per approvel of UNDP/JHRA Engineer   | No   | 4.00   |                  |                   |
| 21 | Septic Tank: Construction of a septic Tank with total capacity of H=2.5m x 3m x 3m = 22.5 Cum insulation should be considered 5inch PVC piple should be considered for purpose of ventilation, top of ventilation pipe Should be tightened through wire mesh    | LS   |        |                  |                   |
| 22 | Plaster: Plaster the walls with 1:4 mix proportions. Plaster materials and applying method shall meet the requirements of given specifications. All necessary placess ceiling inside and outside wall   | Sqm  | 630.00 |                  |                   |

| No | Description of work  | Unit | Qty     | Unit Rate<br>AFN | Total Cost<br>AFN |
|----|--|------|---------|------------------|-------------------|
|    | to be plastered  |      |         |                  |                   |
| 23 | Floor concrete: Place floor concrete, ramp and sidewalks, 10 cm rubbles stones to be compacted prior placing PCC. Concrete mix proportion is 1:2:4. Materials, mixing and applying methods shall meet the requirements of given specifications.                      | Sqm  | 230.00  |                  |                   |
| 24 | Masonry Pointing: Should be done with 1:3 mix proportions. Masonry pointing is applicable only for out side walls.   | Sqm  | 112.00  |                  |                   |
| 25 | Painting: All inside and out side walls where painting is applicable shall be painted with Latex based paint or as per given paint criteria directions and the colors shall match UNDP/JHRA approved color code. All the existing surfaces shall be free of di       | Sqm  | 630.00  |                  |                   |
| 26 | Painting of ceiling, ring beams and parapet: The ceiling shall be white washed with three coats of Latex based paint. All the existing dirt/grease oil, fungus, mold etc. shall be removed with steel brush or sandpaper etc and Alkali primer shall be applied befo | Sqm  | 230.00  |                  |                   |
| 27 | Cleaning of site: site should be clean from all project extra materials.   | Sqm  | 1000.00 |                  |                   |
|    | <b>Total Cost in AFN</b>   |      |         |                  |                   |



Project relative drawings





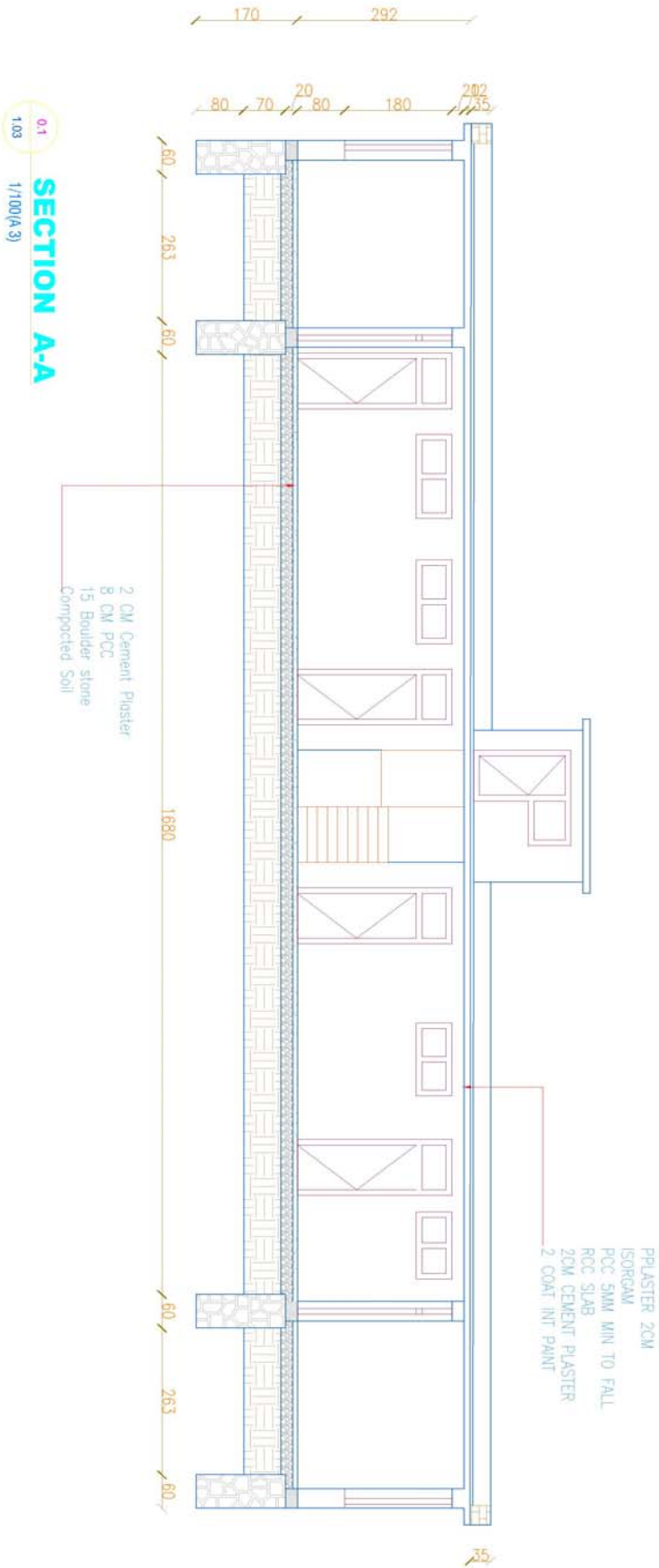




FRONT VIEW  
1:1000

|               |                        |          |           |        |           |            |  |
|---------------|------------------------|----------|-----------|--------|-----------|------------|--|
| PROJECT NAME  | PRIMARY COURT BUILDING | PROVINCE | DAIKONDI  | DATE   | JUNE-2010 | DESIGN BY  |  |
| LOT NUMBER    |                        | DISTRICT | SHARISTAN | SCALE  |           | DRAWN BY   |  |
| DRAWING TITLE | FRONT VIEW             | TWON     |           | SHEET# | 1.04      | CHECKED BY |  |

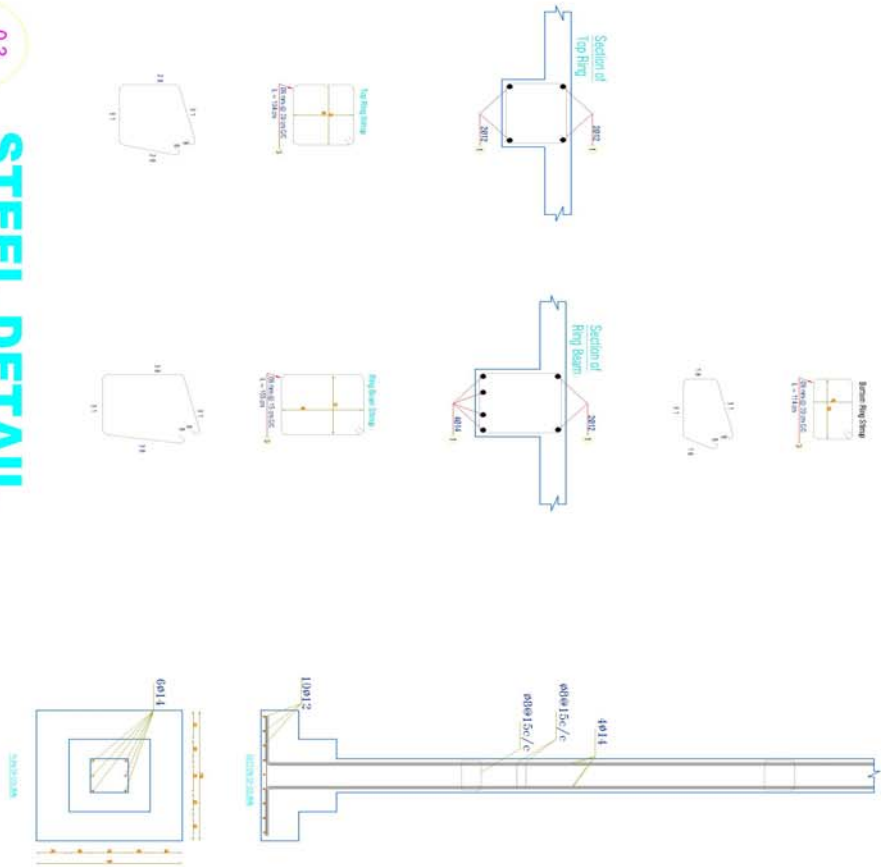
|          |               |  |                        |  |          |  |           |        |           |            |  |
|----------|---------------|--|------------------------|--|----------|--|-----------|--------|-----------|------------|--|
| UN<br>DP | PROJECT NAME  |  | PRIMARY COURT BUILDING |  | PROVINCE |  | DAKONDI   | DATE   | JUNE-2010 | DESIGN BY  |  |
|          | LOT NUMBER    |  |                        |  | DISTRICT |  | SHARISTAN | SCALE  |           | DRAWN BY   |  |
|          | DRAWING TITLE |  |                        |  | TOWN     |  |           | SHEET# | 1.03      | CHECKED BY |  |



|     |  |                        |           |  |           |            |  |
|-----|--|------------------------|-----------|--|-----------|------------|--|
| UN  |  | PROJECT NAME           | PROVINCE  |  | DATE      | DESIGN BY  |  |
| D/P |  | LOT NUMBER             | DISTRICT  |  | SCALE     | DRAWN BY   |  |
|     |  | DRAWING TITLE          | TOWN      |  | SHEET#    | CHECKED BY |  |
|     |  | STEEL DETAIL           |           |  | 1-05      |            |  |
|     |  | PRIMARY COURT BUILDING | DAIKONDI  |  | JUNE-2010 |            |  |
|     |  |                        | SHARISTAN |  |           |            |  |

0.3  
1.02

STEEL DETAIL  
1/100(A3)



## Section 7 – Sample Forms

### Bid Submission Form

To: UNDP-Afghanistan (Kabul Office)  
To the Attention of Chief, Procurement

Dear Sirs,

ITB NO..... OF Construction of primary court building

Having examined the Invitation to Bid Documents including all addenda as listed hereunder, the receipt of which is hereby duly acknowledged, we the undersigned, offer to undertake, on a turnkey basis, engineering, detailed design, supply, erection for the above-named Contract in full conformity with the said invitation to bid documents for the sum of:

..... [Insert amount in words] **Afghani (AFN)**..... [insert amount in figures] or other such sums as may be determined in accordance with the terms and conditions of the Contract. The above amount is in accordance with the Schedule of Prices submitted herewith and made a part of this bid.

We undertake, if our bid is accepted, to commence and complete delivery of all items of work in the Contract within the time frame stipulated. If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Invitation to Bid Documents

We agree to abide by this bid, which consists of this letter and Attachment 1 through ... [number]... hereto, for a period of three (4) months from the date signing contract fixed for submission of the bids as stipulated in the Invitation to Bid Documents, and it shall remain binding upon us and may be accepted by the UNDP at any time before the expiration of that period.

Until a formal Contract Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that the UNDP is not bound to accept any bid it may receive and that a binding contract would result only after final negotiations are concluded on the basis of the Technical and Price Components of bids.

Dated this ..... day of ..... 2010.

Signature ..... in the capacity of ..... duly authorized to sign bids for and on behalf of

.....  
(Name of firm/group)

.....(Full address)

## Advance Payment Security

Date: .....

To: United Nations Development Programme

Ref: Contract No. ....

In accordance with the payment provision included in the Contract Agreement, in relation to advance payments, .....[Name of Contractor]..... (hereinafter called the “Contractor”) shall deposit with the UNDP a security of .....[amount of Guarantee in words (and figures)]....., to guarantee its proper and faithful performance of the obligations imposed by the Contract.

We, the undersigned.....[Name of issuing institution]....., of .....[full address]....., legally domiciled in .....[Country]..... (hereinafter “the Guarantor”), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the UNDP on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding .....[amount of Guarantee in words (and figures)].....

This security shall remain valid and in full effect from the date of the advance payment received by the Contractor under the Contract until a date twenty-eight (28) days after the date of issue of the Certificate of Substantial Completion.

This document shall be produced on the letterhead/official paper of the issuing financial institution, signed, witnessed and dated by authorised personnel thereof.

## Performance Security (form of)

To:.....

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN WORDS AND IN FIGURES], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of .....[INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

**This guarantee shall be valid until twenty-eight calendar days after issuance of the Certificate of Substantial Completion.**

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK .....

ADDRESS .....

DATE .....

## SECTION 8-ACKNOWLEDGEMENT LETTER

PLEASE TYPE OR PRINT ELEGIBLY & RETURN BY 21st June 2010 VIA email to [procurement.af@undp.org](mailto:procurement.af@undp.org)

Date

Dear Mr.

Subject: ITB Construction of primary court building at shahristan district of daikundi province

We the undersigned acknowledge receipt of your Invitation to bid dated \_\_\_\_\_ for the Construction of primary court building

a) ☐ we intend                      b) ☐ we do not intend

To submit a bid to the United Nations Development Programme by the deadline of \_\_\_\_\_.

|   |  |                       |  |         |  |
|---|--|-----------------------|--|---------|--|
| Name of our representative (s) designated for this engagement |  | ..... , and<br>2..... |  |         |  |
| Firm/Company's name (Proposer)                                |  |                       |  |         |  |
| Address:  |  |                       |  |         |  |
| City  |  | State                 |  | Zip     |  |
| Signature of Authorized Representative:                       |  |                       |  |         |  |
| Name  |  | Title                 |  |         |  |
| Telephone No.   |  | Ext.                  |  | Fax No. |  |
| Email address   |  |                       |  |         |  |