Standard Building Contract

Without Contractor Quality Plan

To be used for contracts with value of US $500,000 or below

TENDER DOCUMENTS

FOR

Routine Maintenance Works to UNRWA Premises at Educational Centeres (2020-2021)
# Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)

## Index

| (A) TERMS AND CONDITIONS OF INVITATION TO TENDER | IT/1 - IT/4 |
| (B) TENDER FORM | TF/1 - TF/3 |
| (C) BUILDING CONTRACT NO. | BC/1 - BC/29 |
| (D) APPENDIX TO BUILDING CONTRACT | ABC/1 |
| (E) PARTICULAR CONDITIONS | PC/1 - PC/4 |
| (F) GENERAL INSTRUCTIONS AND NOTES ON PRICING AND MEASUREMENT | GI/1 - GI/15 |
| (G) PARTICULAR SPECIFICATION | PS/1 - PS/2 |
| (H) PRELIMINARIES | P/1 - P/8 |
| (I) QUALITY CONTROL TESTS | QC/1 – QC/3 |
| (J) BILLS OF QUANTITIES | BOQ#1 |
| (K) APPENDIX “A” LIST OF DRAWINGS | Maintenance Details |
| (L) APPENDIX “B” SCHEDULE OF BASIC COST | BP/1 - BP/5 |
| (M) UNRWA’s SPECIFICATION FOR BUILDING MAINTENANCE and MEDIUM BUILDING CONSTRUCTION WORKS | |
(A) TERMS AND CONDITIONS OF INVITATION TO TENDER

(Building Contract with Security Deposit 2019)

DATE: / /2020

1. Tenderers are invited for the construction of:
   Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)

2. Tenders shall be submitted on or before 11:00 a.m.
   On: / /2020
   At: UNRWA Field Administration Office, Field Office-Jerusalem or/at UNRWA Area Office at Ramallah or/at UNRWA Area Office at Nablus or/at UNRWA Area Office at Hebron or/at Sub Area Office at Bethlehem (Dheisheh CSO)

   in a sealed envelope plainly marked:
   Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)

3. The following documents are attached hereto:
   a) Tender Form.
   b) Building Contract with General and Special Conditions.
   c) Particular Conditions of Contract.
   d) General Instructions and Notes on Pricing and Measurement.
   e) Particular Specifications.
   f) Preliminaries.
   g) Quality Control Tests.
   h) Bills of Quantities.
   i) Drawings as listed in Appendix “A” to the Bills of Quantities.
   j) UNRWA’s Specifications for Building Maintenance and Medium Building Construction Works.

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

5. Each tender shall be accompanied by the following:
   a) A security deposit valid for sixty (60) calendar days from the date of the last day of submission of tenders and made payable to UNRWA in the amount of [Four thousand USD ($4000)]. The security deposit will be returned to the unsuccessful tenderers within sixty (60) calendar days of the last day of submission of tenders.
Security deposits shall be accepted only if they are:
1) In the form of a bank guarantee or a stand-by letter of credit (LC); or
2) In the form of a bank draft or certified cheque.

Bank guarantees shall comply with the following conditions:
1) Provided by a fully licensed bank acceptable to UNRWA;
2) Approved by the authorized signatories;
3) Registered and stamped by the bank; and
4) Shall state the following conditions:
   i. A promise to pay the order to UNRWA or its successors;
   ii. Total amount of the legal currency;
   iii. Payment at UNRWA’s or its successor’s first demand without reservation;
   iv. Promise to remain unconditional and irrevocable and shall not be restricted, delayed
      or in any way encumbered by any dispute that may arise between UNRWA and the
      Contractor; and
   v. The period of validity.

b) A certified true copy of the Article of Association of the Company, Partnership or Firm, a certified
   copy of the Memorandum of Association, if any, a copy of the official gazette or gazettes showing
   the registration of the company, if any, or in the case of a sole owner, a signed statement indicating
   the name or names of the person or persons authorized to sign for him.

c) Information regarding the name or description of other work previously performed; value; date;
   architect or engineer responsible.

d) A cost analysis for each item of work contained in the Bills of Quantities, upon request.

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

6. Tenders which are defective by reason of omissions, erasures, alterations or additions may be rejected as
   defective. UNRWA reserves to itself the right, however, to waive any such defect in Tenders received. It
   also reserves to itself, the right to reject any and all Tenders, including that of the lowest tenderer, for any
   reason whatsoever without disclosing the reason therefor.

7. Tenders will only be considered where unit rates are quoted in respect of every item required by the Tender
   documents; these unit rates shall be the sole basis on which Tenders will be considered.

8. The successful tenderer will be so informed by UNRWA, in writing, within a period of sixty (60) calendar
   days of the last day for submission of Tenders. The successful tenderer will then be required to sign the
   Contract and present the following documents:
a) A new security deposit in the amount of ten per centum (10%) of the total value of the Contract, such security deposit to be provided within five calendar days from the date of receipt of the notification of the acceptance of the tender. The security deposit must be (i) meet all of the applicable conditions as set forth under paragraph 5 (a) above, and (ii) valid from the date of the signature of Contract until the provisional acceptance of the work and forty (40) calendar days thereafter. It shall be retained by UNRWA as a security deposit subject to the relevant articles of the Contract. The temporary security deposit referred to in paragraph 5 (a) above shall be returned to the tenderer upon receipt by UNRWA of the aforesaid security deposit.

b) A proposed Program of work, upon request.

9. In the event, the successful tenderer fails or refuses to sign the Contract when requested by UNRWA, and/or fails or refuses to present the ten per centum (10%) security deposit the temporary security deposit referred to, in paragraph 5 (a) shall be forfeited.

10. In light of UNRWA's contractual commitments to donors, the Agency will publish the following information online:

a) Title of the contract/project,
b) Nature and purpose of the contract/project,
c) Name and address of the contractor, and
d) Amount of the contract/project.
(B) TENDER FORM
(Building Contract with Security Deposit, 2019)

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

1. I/WE the undersigned have read and understood the Terms and Conditions of Invitation to Tender and the documents and drawings mentioned therein issued by your Chief Field Infrastructure and Camp Improvement Programme concerning the construction of:
   Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)

   Hereinafter called the Works at:
   Educational Centers (RMTC, RWTC and KTC)

2. I/WE return herewith the Contract documents (duly completed and signed) enclosed with the Terms and Conditions of Invitation to Tender.

3. I/WE bind ourselves to carry out the subject Works in strict accordance with the following documents:
   a) Building Contract with General and Special Conditions.
   b) Particular Conditions of Contract.
   c) General Instructions and Notes on Pricing and Measurement.
   d) Particular Specifications.
   e) Preliminaries.
   f) Quality Control Tests.
   g) Bills of Quantities.
   h) UNRWA’s Specifications for Building Maintenance and Medium Building Construction Works.
   i) Drawings as listed in Appendix “A” to the Bills of Quantities For the total sum of (insert Contract amount) on the basis of the quantities indicated in the Bills of Quantities and Summary, and to complete the said Works within Fifty Two (52) Weeks, commencing from the date the Site is handed over to me/us by the UNRWA.

4. This tender remains open to acceptance for a period of sixty (60) calendar days from 12:00 noon of the last day for submission of tenders.

5. I/WE enclose herewith security deposit for the amount of Four thousand USD ($4000), valid for sixty (60) calendar days from 12:00 noon of the last day for submission of tenders.
6. I/WE recognize that tenders will only be considered where unit rates are quoted in respect of every item required in the tender documents and that these unit rates will be the sole basis on which tenders will be considered.

7. I/WE enclose herewith:
   a) A certified copy of the Articles of Association of our Company, partnership or firm,
   b) A certified copy of its Memorandum of Association, if any,
   c) A copy of the official Gazette or Gazettes showing registration of the company, if any,
   d) Or in the case of a sole owner, a signed statement indicating the name or names of the person or persons authorized to sign for him.

8. I/WE enclose a list of works previously carried out by me/us, together with their value, date of construction and name of architect or engineer responsible.

9. I/WE bind ourselves to supply UNRWA with the cost analysis for each item of work contained in the Bills of Quantities, upon request.

10. I/WE recognize that the tender may be rejected by UNRWA without disclosing the reason therefor.

11. I/WE bind ourselves to supply UNRWA within five (5) calendar days from the date of receipt of notification of acceptance of my/our tender with a security deposit meeting all of the applicable conditions as set forth under paragraph 5 (a) above in page IT/2 and valid until forty (40) calendar days after the date of provisional acceptance of the Works, as notified to me/us in writing, in the amount of ten per centum (10%) of the total value of the Contract, to be retained by UNRWA as a security deposit in accordance with the General Conditions contained in the Contract, and upon request, the proposed Program of work.

12. If I/WE are the successful tenderer and fail or refuse to sign the Contract when requested by UNRWA and/or fail or refuse to present the ten per centum (10%) security deposit, I/WE agree that the enclosed temporary security deposit shall be forfeited to UNRWA.
<table>
<thead>
<tr>
<th>Signature of Tenderer</th>
<th>Signature of Witness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Tenderer</td>
<td>Name of Witness</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>
This Contract made this / /2020
day of insert month and year e.g November, 2015
by and between the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA), hereinafter called the Agency, and
insert Contractor’s name as shown in the company’s commercial registration

hereinafter called the Contractor.

W I T N E S S E T H

Whereas the Agency is desirous of
Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)

hereinafter called the Works at:

Educational Centers (RMTC, RWTC and KTC)

and has caused Specifications and Bills of Quantities and Drawings numbered as shown in Appendix A- List of Drawings to be prepared showing and describing the work to be done; and

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

Now therefore it is hereby agreed as follows: -

The Contractor shall complete the Works, including but not limited to Routine Maintenance Works to UNRWA Premises at Educational Centers (Ramalla Men Training Center, Ramalla Women Training Center and Kalandia Training Center.)
(I) General Conditions

Article 1. Documents and Supervision

a) A copy of each of the said Particular Conditions and Specifications and Bills of Quantities and Drawings signed by both the said parties are attached hereto and form an integral part of this Contract; these together with this Contract shall constitute the Contract Documents.

b) The Contractor shall adhere to the Contract Documents and to such further drawings, details and specifications as may be issued by the Director of Works (who shall be the Agency’s Chief Field Infrastructure and Camp Improvement Programme or his representative) under whose supervision and inspection the Works shall be executed.

c) The Contractor assumes full responsibility for knowing and understanding the Contract Documents and for making all necessary enquiries regarding the Works and the Site thereof.

d) The Contractor shall at all times keep one set of the Contract Documents on the Site, in good order, and available to the Director of Works.

e) The Contractor or his duly authorized representative shall be at the Site during normal working hours and shall receive the instruction of the Director of Works.

f) The Director of Works shall at all times have access to the Works and/or the workshops or other places of the Contractor or sub-contractors where work is being prepared for the Contract.

g) Wherever the Special Conditions or Particular Conditions and Specifications are inconsistent with the General Conditions the first-named shall prevail.

Article 2. Security Deposit

a) At or before the signing of this Contract the Contractor shall provide and constantly maintain security deposit amounting to ten per centum (10%) of the total amount of the Contract, which shall be retained by the Agency as security for the faithful performance of this Contract until provisional acceptance of the Works and for forty (40) calendar days thereafter subject, however, to the provisions of paragraph (c) below.

Security deposits shall be accepted only if they are:

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

Bank guarantees shall comply with the following conditions:

1) Provided by a fully licensed bank acceptable to the Agency;
2) Approved by the authorized signatories;
3) Registered and stamped by the bank; and
4) Shall state the following conditions:
   i. A promise to pay the order to the Agency or its successors;
   ii. Total amount of the legal currency;
   iii. Payment at the Agency’s or its successor’s first demand without reservation;
   iv. Promise to remain unconditional and irrevocable and shall not be restricted, delayed or in any way encumbered by any dispute that may arise between the Agency and the Contractor;
   vi. The period of validity.

b) Should the Contractor breach any of the terms and conditions of the Contract by his acts or omissions, the Agency shall request him to remedy the breach. Should the Contractor fail to remedy the breach the Agency shall serve notice on him, as provided for in Article 19, requiring him to remedy the breach within such period of time, as it shall fix. In the event the Contractor fails or refuses to remedy the breach within the time fixed, the Agency shall have the right to appropriate the said Security Deposit or any portion thereof, and/or withhold any sums due to the Contractor without prejudice to any other rights which it may have in law or equity to cover any loss or damage which it may have incurred or sustained as a consequence thereof.

c) If no part of the Security Deposit has been appropriated, the Agency shall return it to the Contractor within the forty (40) calendar day period stipulated above, providing that in lieu thereof a new Security Deposit in the sum of five per centum (5%) of the amount of the Contract is provided by the Contractor and given to the Agency as security for any defect which may be found in the Works during the period from provisional acceptance to final acceptance as outlined in Article 4 herein.

Article 3. Commencement and Completion of Work

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

b) The Agency shall hand over the Site to the Contractor within ninety (90) calendar days of the date of this Contract unless otherwise agreed by the parties in writing. Should the Agency fail to hand over the Site to the Contractor within the period specified or within the period agree in writing, the Contractor may serve notice on the Agency, as provided for in Article 19, terminating the Contract. Immediately upon receipt of such notice the Agency shall return the Security Deposit to the Contractor.
c) The Works to be performed under this Contract shall be completed within \textit{(Fifty Two (52)) Weeks} from the date of handing over as stated in the written notice provided for in paragraph (a) above or by such later date, due to extensions for delays requested in writing, as shall be granted in writing by the Director of Works. No claim for extension of time will be considered if submitted more than seven (7) calendar days after the alleged delay.
Article 4. **Provisional and Final Acceptance of Works**

a) When the Contractor has carried out and completed the Works to the satisfaction of the Director of Works it shall be provisionally accepted in writing. Within thirty (30) calendar days thereafter the Contractor shall present the final account for payment attaching thereto a signed release, in the form established by the Agency, certifying that he has no further or other claims against the Agency in respect of the Contract; the Agency shall then, subject to other relevant Articles herein and particularly Article 2, make payment of the final account. In the event the Agency does not receive such final account and signed release from the Contractor within the period provided above, the Agency shall have the right to prepare such final account and the Contractor agrees that it accepts the same as the final account for payment with respect to the Works as if prepared by him and upon payment of any amount set out therein, the Contractor shall be deemed to have certified that he has no further or other claims against the Agency in respect of the Contract.

b) The Agency shall have the right to take over and use any portion of the Works before the provisional acceptance of the Works and such entry on the Works or use or occupation of a portion or portions thereof shall not be deemed provisional acceptance of any of the Works.

c) Final acceptance shall be made fifty-two (52) weeks after the provisional acceptance of the Works, provided that during this period the Contractor, after written notice thereof from the Director of Works, has repaired and made good at his expense all defects, shrinkage and/or other faults arising from his workmanship or from the quality of materials which he has supplied.

d) If, after due notice from the Director of Works, the Contractor fails or refuses to make and carry out the indicated repairs within the time fixed in said notice, the Director of Works may, without prejudice to any other rights which the Agency may have against the Contractor in law or equity, cause such repairs to be done at the expense of Contractor and deduct the cost thereof from the Security Deposit and/or from any sums due to the Contractor.

e) Upon final acceptance of the Works, the Agency shall return to the Contractor the Security Deposit or the portion which remains after deducting the cost of repairs, if any, as provided for in Article 4 (d) above.

f) No certificate, document or statement, other than the Final Acceptance Certificate, shall be deemed to constitute approval of any work, material or other matter or admission of the due performance of the Contract or any part thereof.
Article 5. **Damages for Delay, Abandonment and Cessation of Work by Contractor**

In the event the Contractor fails to commence work within the time stipulated in Article 3 (a) above, stops the work without the necessary authorization in writing from the Director of Works, delay the progress of the work due to insufficient labour or lack of materials or for any other reason whatsoever, or abandons the work, the **Agency** may, after notice to the Contractor as provided for in Article 19 and subject to Article 20, terminate the Contract, appropriate the Security Deposit, withhold any sums due to the Contractor and/or take such other action as is specified hereunder without prejudice to any other rights which it may have against the Contractor in law or equity.

a) In the event the Contractor fails to commence, or, having commenced, stops the work without written authority, except as provided for in Article 20, the **Agency** may terminate the Contract and appropriate the Security Deposit and/or withhold any sums due to the Contractor as liquidated damages without prejudicing in any way its right to any further damages it may have suffered.

b) In the event of delay in the completion of the Works beyond the time specified, or such extended time in accordance with Article 3 (c), the Contractor shall pay the **Agency** as liquidated damages the sum of **(One Hundred USD)** for each day of delay. Such liquidated damages may be deducted from any sums due to the Contractor under the Contract and/or recovered from the Security Deposit without any notice, notarial or otherwise, as the expiration of the time of completion is considered as sufficient notice in this respect.

c) In the event that it becomes apparent to the **Agency** that the work is progressing so slowly that it cannot reasonably be completed by the date fixed, it may, after due notice to the Contractor as provided for in Article 19, terminate the Contract and make other arrangements for the completion of the Works. In this event the **Agency** shall hold the Contractor liable for all expenses incurred together with a charge of fifteen per centum (15%) for overhead expenses and the **Agency** may apply any sums due to the Contractor and the Security Deposit to the debt without prejudice to any other rights which it may have in law or equity.

Article 6. **Abandonment of Work by the Agency**

a) The **Agency** shall have the right to stop construction of the Works at any time; in this event the Contractor shall be informed, as provided for in Article 19, and final quantities, as defined in Article 11, shall be assessed by the parties not later than twenty-eight (28) calendar days from the date of the order to stop work. The Contractor shall not deliver any materials to the Works after receipt of the **Agency**’s notice to discontinue or abandon the Works.

b) In the event of abandonment of the Works by the **Agency**, the Contractor shall be compensated, taking into consideration payments hitherto made to the Contractor and the state of completion of...
the Works, in an amount to be decided by negotiation by the parties hereto. Such negotiation will take into consideration loss of anticipated profits, cost of removal of plant, loss on materials delivered to the Works, but not incorporated therein, subject to approval by the Agency of the said materials, loss on materials ordered in writing prior to any notice as provided for in Article 6 (a) and for use in the Works, in accordance with the Particular conditions and Specifications and Bills of Quantities, but not delivered to Site, and justified losses or damages of any kind or nature whatsoever arising or resulting from the aforesaid decision; providing, however, that in no case shall the Contractor receive more than eight per centum (8%) of the total value of the uncompleted Works. This payment shall constitute a full and final settlement by the Agency to the Contractor, and the Contractor shall provide an appropriate release to this effect in the form established by the Agency.

Article 7. Variations

a) The total cost of the Works as shown in the Drawings and Bills of Quantities shall not be deviated from to an extent exceeding twenty per centum (20%), except by agreement with the Contractor.

b) No variations shall be made by the Contractor until and unless he is so authorized by the Chief Field Infrastructure and Camp Improvement Programme, in writing, and no claims for such variations shall be considered as valid unless the said authorization is produced by the Contractor.

c) Variations made by the Agency to the Drawings and Bills of Quantities requiring additional work or reducing the amount of work shall be governed by the provisions of this Contract just as if they were embodied in the original Drawings and Bills of Quantities.

d) The Contractor shall not make any claim for variations in respect of any item mentioned directly or by implication in the Contract Documents. Additional or reduced quantities of work relating to items in the Bills of Quantities shall not be considered variations. This paragraph (d) shall be subject to the limitation set out in paragraph (a) above.

e) The rate to be paid for any item of work not mentioned directly or by implication in the Contract Documents shall where possible be related to similar or analogous items in the Bills of Quantities and be mutually agreed between the Contractor and the Director of Works and shall be confirmed in writing before the work is commenced. In the event these parties fail to agree upon a rate the Agency reserves the right to order the work to be carried out in any way it shall deem fit.

f) In the event the Agency is of the opinion that the variation does not lend itself readily to the establishment of a rate, the Contractor shall be paid for such work on the basis of actual labour costs and materials used, supported by suitable pay sheets and vouchers duly signed by the Director of
g) The Contractor shall furnish the Director of Works with a weekly statement of any claim for extra or unforeseen work in order that his claim may be investigated. No claim shall be considered which has not been included in a weekly statement or allowed if the Contractor cannot produce a written order from the Director of Works.

h) No variation shall be approved without the Agency first confirming that there is sufficient funding available to cover any incremental cost resulting from the variation. The contingency item in the budget shall normally not be used to pay for variation costs and may only be used for such purpose upon approval in writing by the Chief Field Infrastructure and Camp Improvement Programme.

Article 8. Provision of Tools and Materials

a) The Contractor shall provide and transport all tools, plant, equipment and materials to the Site which are necessary for the execution of the work at his own risk and expense except for the provision of materials by the Agency as provided for in the Contract Documents.

b) The Agency shall provide materials for incorporation in the Works as described in the Contract Documents and shall have the absolute right to furnish other materials for the Works if it desires. The Contractor shall be responsible for collecting such materials from the locations specified in the Contract Documents and for transporting them to the Site at his own risk and expense and for incorporating them in the Works.

c) Where the unit rates in the Bills of Quantities include materials to be furnished by the Contractor and the Agency decides to exercise its right to furnish the materials itself, the cost of the materials at the local market rate, as assessed by the Agency, shall be deducted from any sums due to the Contractor or, at the discretion of the Director of Works, from the relevant rates in the Bills of Quantities.

d) The Contractor may request the Agency to purchase materials on his behalf. If the Agency agrees to purchase materials on behalf of the Contractor, it will expend its best efforts in doing so, but the Contractor will remain and be solely liable for any delays in the execution of the work resulting from the purchase of such materials whether occurring prior to or subsequent to the Contractor’s request. For materials purchased at the Contractor’s request the Agency will deduct from any sums due or which may become due to the Contractor, and/or from the Security Deposit or from the relevant rates in the Bills of Quantities, a sum equivalent to (i) the greater of the local market cost at the time of purchase or the Agency’s purchase cost, plus (ii) transport costs and an overall surcharge of ten
percent for overhead expenses.

e) In the event of delay caused by the inability of the Contractor to furnish materials, the Agency may furnish such materials to the Contractor who shall incorporate them into the works. All of the provisions in Article 8, paragraph (d) above shall apply in such event.

f) All materials brought to the Site shall remain or become the property of the Agency subject to the terms and conditions of Article 9 and provided these materials are reasonably, properly and not prematurely brought to the Site and are adequately protected against weather and other risks of loss, damage or theft. The Contractor is responsible for any loss, damage or theft of materials on the Site. In the event of termination of the Contract because of any breach thereof on the part of the Contractor, the Contractor shall forfeit all claims to the materials on Site.

Article 9. Rejection of Materials and Works

a) The Director of Works shall, during the progress of the Works, have the power to order in writing

1) the removal from the Site of any materials which in the opinion of the Director or Works are not in accordance with the Contract Documents.

2) the substitution of proper and suitable materials, and

3) the removal and proper re-execution (not withstanding any previous test thereof or interim payment therefor) of any work which in respect of materials of workmanship is not, in the opinion of the Director of Works, in accordance with the Contract Documents.

All such orders shall be executed at the Contractor’s expense.

b) Should the Contractor fail to carry out such an order, after receipt of a notice issued in accordance with Article 19, the Agency shall be entitled to employ and pay other persons to carry out the order and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and recoverable from him by the Agency from the Security Deposit and/or from any sums due to the Contract without prejudice to any other rights which the Agency may have in law or equity.

c) In no case shall the rejection of materials or work entitle the Contractor to an extension of the Contract time.

Article 10. Conditions of Employment of Labour

a) The Contractor agrees to employ Palestine refugee workers to the maximum extent possible. The wages paid to such refugee workers shall not be less than the prevailing wages paid to non-refugee workers for comparable work.
b) The Contractor shall provide a competent general foreman to be in charge of the work who shall not be changed except with the consent of the Director of Works.

c) The Contractor agrees that his workmen and employees shall be considered for all purposes in his direct pay and employ and under his supervision and control. He shall be directly and personally responsible for discharging all obligations, financial or other, which may be or become owing to any such workman or employee or to his successors, assignees or personal representatives. There shall be no contractual or legal relations of any kind whatsoever between the Agency and any such workman or employee or any person employed in the performance of the Contractor’s obligations under this Contract.

d) The Director of Works may request and the Contractor agrees to accept the request for the immediate removal from the Site of any employee or worker of the Contractor adjudged by the Director of Works to be incompetent, disorderly, unreliable or of bad character. Such employee shall not again be employed on the Works.

Article 11. Measurements

a) The quantity of work done in pursuance of this Contract shall be computed in accordance with the method of measurement laid down by the Agency for the preparation of the Bills of Quantities. All measurements shall be net with no allowance being made for waste.

b) The Contractor shall provide without cost to the Agency any labour, which may be required for taking notes and measurements on Site.

c) Notes and measurements taken on Site shall be recorded by the Director of Works in the presence of the Contractor or his representative if he so desires.

d) The Contractor may be required to attend the taking of measurements or notes on Site at forty-eight (48) hours’ notice provided such notice is given to him in writing by the Director of Works. In the event that the Contractor does not attend at the place and time mentioned in the notice the measurements or notes may be taken by the Director of Works and the Contractor shall be deemed to have waived any objections to such measurements or notes.

e) The Director of Works and the Contractor or his representative shall both sign any measurement book or note book at the time the measurements are taken unless the Contractor is deemed to have waived his rights to object to the measurements or notes.

f) If the Contractor disputes the correctness of any measurement or note and refuses to sign the measurement book or note book he shall state the grounds of his objection in writing to the Director of Works, against a signed receipt, within forty-eight (48) hours. Failure to do so shall be deemed to be a waiver of any objection.
Article 12. Payment

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

b) Part payment in respect of work done and of materials brought to the Site in accordance with Article 8 (f) but not incorporated in the Works shall be permissible at the sole discretion of the Director of Works.

c) Payments to the Contractor before the final payment shall be deemed to be partial payments on the whole Contract and not final payments for any particular part thereof. The Agency shall have the right to review all such interim payments and adjust errors and omissions in the final payment including any arising from inaccurate or incomplete measurement.

d) Payments shall be made to the Contractor or his representative within thirty (30) calendar days after receipt by the Director of Works of a correct account.

Article 13. Sub-Contracts

a) The Contractor shall not transfer, assign or sub-let any part of this Contract without the written consent of the Director of Works. Such consent, if given, shall not in any way relieve the Contractor of any of the duties, obligations or liabilities created by the terms and conditions of this Contract.

b) The Agency reserves the right, however, and the Contractor hereby expressly agrees that the Agency may nominate and select sub-contractors, artists or other persons to execute parts of the work not included in the Contract Documents, if it deems it necessary of expedient. Such persons shall be deemed to be sub-contractors of the Contractor.

c) The Contractor shall remain fully responsible to the Agency for the acts and omissions of his sub-contractors, if any, and of persons either directly or indirectly employed by them just as if such acts and omissions were done by persons directly employed by the Contractor.

d) In the event the Agency nominates or selects sub-contractors, artists or other persons as provided for in (b) above, the Contractor agrees to afford them full facilities and to permit the use of his scaffolding and plant in furtherance of the execution of the Work.

e) In the event any portion of this Contract is sub-contracted, as provided for above, the terms and conditions of this Contract shall apply equally to the sub-contractor.

f) Nothing contained in this Contract shall be interpreted as creating any contractual relationship between the sub-contractors and the Agency.
Article 14. **Adherence by Contractor to Laws and Regulations**

a) The Contractor shall be responsible for complying with and adhering to all laws and regulations of whatsoever kind or nature concerning zoning, building and construction, labour workmen’s compensation, discovery of antiquities, quarrying, municipal regulations and by-laws, governmental decrees and any and all other laws affecting or connected with the Works. He shall also be responsible for obtaining at his expense any and all permits connected with all phases of the Works including commencement and completion.

b) The Contractor shall be responsible for complying with any specific donor-imposed requirements, including those relating to environmental, occupational health and safety and social standards, of which it will be notified by the Agency.

c) In the event the Contractor shall fail or refuse to adhere to any of the above mentioned laws or regulations, or fail or refuse to obtain any necessary permit, the Agency may at its discretion terminate this Contract and/or appropriate the Security Deposit and/or any sums due to the Contractor without prejudice to any other rights which it may have in law or equity.

Article 15. **Insurance to be maintained by Contractor**

a) **Workmen’s Compensation Insurance**

1) The Contractor shall at all times be liable for, shall indemnify the Agency in respect of, and shall maintain at his expense such insurance with a Company designated by the Agency that will protect him as well as the Agency from any and all claims arising or resulting from the relevant workmen’s compensation acts.

2) The Workmen’s compensation insurance must also cover the activities and employees of any sub-contractors of the Contractor.

b) **Public Liability Insurance**

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

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

The Contractor shall provide said fire insurance in the joint names of himself and the Agency. Any loss sustained is to be made adjustable and payable to the Agency.

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

The fire insurance must also cover the activities of any sub-contractors of the Contractor, and those deemed to be sub-contractors.

If the Contractor fails or refuses to provide the aforesaid insurance, the Agency may, at its discretion, after notice as provided for in Article 19, terminate this Contract and/or utilize the Security Deposit as well as any sums due to the Contractor, and procure the insurance on behalf of the Contractor without prejudice to any other rights that it may have in law or equity.

**Article 16. Upon Termination of Contract or Completion of Works**

a) Upon termination of the Contract or completion of the Works, the Contractor shall:

1) cease all further work, except for such work as may have been instructed by the Director of Works for the protection of life or property or the safety of the Works;

2) hand over to the Director of Works all of the software, drawings, manuals, models and other documents and materials of a technical nature relating to the Works; and

3) remove from the Site all rubbish or materials not required and leave the whole of the premises clean and in good condition to the satisfaction of the Director of Works.

b) In the event that the Contractor fails or refuses to leave the premises clean the Director of Works may remove the rubbish and charge the cost of the same to the Contractor by deduction from any sums due to him and/or from the Security Deposit.

**Article 17. Gifts and Commissions**

If it is discovered or determined that any bribe, commission, gift, loan or advantage is given or received by or on behalf of the Contractor in relation to any aspect of this Contract, then and in that
event the **Agency** shall have the right to terminate the Contract immediately and appropriate the Security Deposit and/or withhold any sums due to the Contractor without prejudice to any rights the **Agency** may have in law or equity for damages suffered as a result of such termination.

Article 18. **Agency**’s Right to Terminate Contract

Without prejudice to the terms of Articles 5 and 6 of this Contract, the **Agency** may terminate the Contract if the Contractor should be adjudged a bankrupt, or if he becomes insolvent, or if he persistently disregards the instructions of the Director of Works, or if he has committed any other breach of this Contract. In such event the **Agency** may appropriate the Security Deposit and/or withhold any sums due to the Contractor without prejudice to any other rights which it may have in law or equity.
Article 19. **Notices**

a) All notices, except those issued under Article 20, or instruction form the Agency or its Director of Works to the Contractor or his representative shall be considered as duly served on the Contractor either

1) when sent by registered mail to his address as follows, **(Contractor’s address: insert contact name, address, telephone and fax number, email address)**
or 2) when sent to his electronic mail address as provided above,
or 3) when handed to him or his representative against signed receipt.

b) All notices, except those issued under Article 11 (f) and 20, from the Contractor to the Agency or its Director of Works shall be considered as duly served on the Agency or its Director of Works when sent by registered mail or when handed to the Director of works against a signed receipt.

c) Notices issued under Articles 11 (f) and 20 must be handed over against a signed receipt and not sent by registered mail.

d) All notices or instructions sent by registered mail shall be deemed to have been served five (5) calendar days after the date of mailing. The certificate received from the Post Office accepting the letter shall be conclusive evidence of the date of mailing.

e) Notwithstanding anything to the contrary contained in this Contract, no legal or other proceeding, or formal notice, notarial or otherwise, shall be required to be given to the Contractor in the event the Agency is compelled to exercise its rights and particularly with respect to appropriation of the Security Deposit, termination of the Contract, or the withholding of funds under the terms of Articles 1, 2, 4, 5, 8, 9, 14, 15, 16, 17 and 18, since the written notice as provided for in paragraphs (a) and (b) above shall be deemed sufficient for all purposes.

Article 20. **Force Majeure**

a) "Force Majeure” means an exceptional event or circumstance:

1) which is beyond a Party’s control, and
2) which such Party could not reasonably have provided against before entering into the Contract, and
3) which, having arisen, such Party could not reasonably have avoided or overcome,
4) which is not substantially attributable to the other Party, and
5) which is not a Non-Force Majeure Event as defined below.

The Contractor acknowledges that, notwithstanding anything herein to the contrary, (A) the Works will be undertaken under harsh and volatile environments, which involve, without limitation, instances of war, hostilities, invasion, acts of foreign enemies, terrorism, rebellion, sabotage, civil unrest, riots, commotions, lockouts, strikes, curfews, border closures, import restrictions, government intervention and restrictions, currency fluctuations, and other similar man-made events or circumstances (collectively, “Non-Force Majeure Events”) and (B) none of these Non-Force Majeure Events constitute Force Majeure under this Contract.

b) Upon the occurrence of a Force Majeure:

1) If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) calendar days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

2) Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by Force Majeure.

3) If the Contractor is prevented from performing any obligations under the Contract by Force Majeure of which notice has been given under clause (1) above and suffers delay by reason of such Force Majeure, the Contractor shall be entitled, subject to Article 3 (c), to an extension of time for any such delay, if completion is or will be delayed.

4) If the execution of substantially all the Works in progress is prevented for a continuous period of twenty eight (28) calendar days by reason of Force Majeure of which notice has been given under clause (1) above, or for multiple periods which total more than fifty (50) calendar days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, this termination shall take effect seven (7) calendar days after the notice is given, and the Contractor shall proceed in accordance with Article 16.
5) Upon such termination as a result of Force Majeure, payment for the work executed prior to the date of termination shall be made by the Agency within twenty (20) calendar days of receipt by the Agency of a correct account. Payment in respect of materials delivered to the Site in accordance with Article 8 (f) shall be made at the local market rates plus ten percent (10%) for profit and overhead expenses. All payments shall be conditional upon the Contractor’s fulfilment of his obligations under Articles 8, 9, 16 and 19.

6) It shall be the duty of the Contractor, during any Force Majeure period, to take all possible measures to safeguard the Works and materials from loss, theft or damage and these measures must be increased in proportion to the risks involved. It shall also be the duty of the Contractor to notify the Agency of the existence of any such risks.

c) Upon the occurrence of a Non-Force Majeure Event:

1) The Contractor shall not be excused from performing any obligations under the Contract as scheduled.

2) The Agency shall not be liable for any costs incurred by the Contractor as a result of any Non-Force Majeure Event, including, without limitation, in relation to suspension of work, idle materials, equipment and labour, loss of profit, changes in prices and/or unavailability of materials, equipment, labour and other inputs to construction and changes in currency exchange rates.

3) Notwithstanding clauses (1) and (2) above, if any Non-Force Majeure Event directly affects the Works, as solely determined by the Agency, Agency may:
   i. Allow suspension of works for a certain number of days, as solely determined by the Agency, and/or
   ii. Terminate the Contract if the duration of the event exceeds a certain number of days, as solely determined by the Agency, and/or
   iii. Allow extension of time for any delays caused by such event, as solely determined by the Agency, and/or
   iv. Allow payment of certain reasonable costs provided they can be directly attributed to such event, as solely determined by the Agency, and subject to availability of funding.

d) In case of termination under paragraph 3(iii) above, such termination shall take effect seven (7) calendar days after the notice is given, and the Contractor shall proceed in accordance with
Article 16. If any subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure or any event described in this Article 20 on terms additional to or broader than those specified in this Article, such additional or broader events or circumstances shall not excuse the Contractor’s non-performance or entitle him to relief under this Article.

e) For the avoidance of doubt, Ramadan and other holidays, weather conditions including rain or snow, check of works by technical committees for the purpose of Provisional Acceptance, preparation of final measurements by the Contractor, authorization of the final payment by the Director of Works and similar events shall not entitle the Contractor to time extension or additional compensation.

Article 21. Disputes - Arbitration

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

b) The parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the parties wish to seek assistance of a neutral third person in their attempt to reach an amicable settlement in a process of conciliation or mediation, such process shall take place in accordance with the Optional Conciliation Rules of the Permanent Court of Arbitration in force at the date of commencement of conciliation or mediation, as the case may be, or according to such other procedure as may be agreed between the Parties in writing.

c) Any dispute, controversy, or claim between the Parties arising out of or relating to the Contract or the breach, termination, or invalidity thereof, unless settled amicably under clause (b) above within sixty (60) calendar days after receipt by one Party of the other Party’s written request for conciliation or mediation, shall be settled by arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of this Contract (the “PCA Arbitration Rules”). The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The appointing authority shall be designated by the Secretary-General of the Permanent Court of Arbitration following a written request submitted by either Party. The number of arbitrators shall be three, unless the Parties, in the interest of economy of proceedings, agree that there shall be one arbitrator. The place of arbitration shall be Amman, Jordan. The language to be used in the arbitral proceedings shall be English. The arbitrators must be fluent in that language. The arbitral tribunal shall be empowered to take any measures it deems appropriate, including without limitation, ordering the return or destruction of goods or any property, whether tangible or
intangible, or of any confidential information provided under the Contract, ordering the termination of the Contract, or ordering that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to the PCA Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

d) Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities accorded to the Agency in international law.
Article 22.  **Tax Exemption**

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

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

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

1. Officials Not to Benefit

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

2. Child Labour

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

3. Forced or Compulsory Labour

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

4. Mines

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the Agency to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
5. **Sexual Exploitation**

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

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

6. **Terrorism**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary, affiliated entities (if any), suppliers, personnel and employees is engaged in any transactions with, and/or the provision of resources and support to, individuals and organisations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the **Agency** to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7. **Supplier Code of Conduct**

8. **Provisional Sum**

“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the works or for the supply of plant, materials or services.

Each Provisional Sum shall only be used, in whole or in part, or not at all, in accordance with the Director of Works’ instructions, and the Total Value of the Contract shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Director of Works shall have instructed.

For each Provisional Sum, the Director of Works may instruct work to be executed (including plant, materials or services to be supplied) by the Contractor and valued under Article 7 [Variations]. The Contractor shall, when required by the Director of Works, produce quotations, invoices, vouchers and accounts or receipts in respect of Provisional Sums.

Further, if the Contract provides for advance payment, this advance payment shall be repaid through percentage deductions in Payment Certificates. Deductions shall commence in the Payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds ten per cent (10%) of the Total Value of the Contract less Provisional Sums.

9. **Sufficiency of the Total Value of the Contract**

The Contractor shall be deemed to:

a) have satisfied himself as to the correctness and sufficiency of the Total Value of the Contract, and
b) have based the Total Value of the Contract on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters.

Unless otherwise stated in the Contract, the Total Value of the Contract covers all the Contractor’s obligations under the Contract (including those under Provisional Sum, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

10. **Donor-related Special Conditions**

The Contractor understand and agrees to the following:

a) Any major changes in the Project design shall require the donor’s prior consent. Execution of such measures relating to such changes may commence only on the basis of revised planning upon donor’s consent.

b) **Environmental, Social and Health & Safety Compliance**
   1. The Contractor shall implement the Project in compliance with all applicable national environmental, occupational health and safety and social laws and regulations.
   2. The Contractor shall implement the Project in compliance with the Fundamental Conventions
of the International Labour Organization (ILO). The Contractor shall comply with the Core Labour Standards of the International Labour Organization as set out in the ILO Declaration on Fundamental Principles and Rights at Work from 1998 and the Basic Terms and Conditions of Employment. In case the ILO Declaration has not been fully implemented in Lebanon, the Contractor shall take appropriate measures in the scope of the Project to safeguard the conditions for workers in the spirit of the said ILO declaration. In this regard the Contractor will covenant that any form of forced labour and child labour during construction and operation is not permitted. The Contractor will covenant as well that it will require avoidance of forced labour and child labour from any subcontractors. Moreover, the Contractor will covenant to implement a grievance mechanism during construction covering all workers including all subcontractors.

3. The Contractor shall implement the Project consistent with national requirements and international good practice standards. The Contractor shall implement the Project consistent with applicable occupational health and safety sections of the general World Bank Environmental Health and Safety Guidelines and with International Finance Corporation Performance Standards 2 (IFC PS 2) (working and labor conditions).

4. Based on the Environmental and Social Management Plan (ESMP) prepared by the Agency, the Contractor shall develop an Environmental and Social Management and Monitoring Plan (ESMMP) including measures for Occupational Health and Safety (OHS) and, Labour Force Management and Public Health and Safety, which requires to be in form and substance satisfactory to the Agency and the donor before construction (including mobilization) starts. The OHS Management Plan should be based on a risk assessment taking into account site specific issues and project phases. The ESMMP shall contain the Contractor’s work methods to implement the required environmental and social management measures.

5. The Contractor shall cooperate with the Agency to the fullest extent in order to fulfill its reporting obligations to the donor in connection with the Project, including providing to the Agency the following information:
   i. at the end of each month, environmental and social performance, topics of occupational health and safety and labour conditions, community relations and grievances which may have occurred;
   ii. at the end of each month, all circumstances that might jeopardize the achievement of the overall objective, the Project purpose and the results, including any event, incident or accident in relation to the Project execution that
      a. has, or is likely to have a direct or potentially material adverse effects,
b. has attracted or is likely to arouse substantial adverse attention of outside parties or to create substantial adverse media/press reports, or
c. gives, or is likely to give rise to material potential liabilities, and

iii. at the end of each month, details of any measures taken to mitigate or remedy the effects or cause of such events, and the progress in respect of such remedial action.

iv. within 3 workdays after the occurrence of any of the events set out in this sub-clause, provide to the Agency, details of
a. any incident of an environmental or occupational health and safety nature (including without limitation any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination),
b. any incident of a social nature (including without limitation any labour strike or violent labour unrest or dispute with local communities), occurring on or nearby any site, plant, equipment or facility of the Agency which has or is reasonably likely to have a material negative impact on the environment, the health, safety and security situation, or the social and cultural context, together with, in each case, a specification of the nature of the incident or accident and the on-site and off-site effects of such events, or
c. any actions by the competent authorities / regulators leading to partial or complete stop of project activities, and details of any action the Contractor proposes to take in order to remedy the effects of these events.]
IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have set their hands to duplicates, both of which shall be deemed as original, the day and year first above written.

For and on behalf of the

Contractor

For and on behalf of the

Agency

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

.......................... Signature ..........................

.......................... Name ..........................

.......................... Address ..........................

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

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

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

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

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

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

* if necessary

BC/26
App. (D) APPENDIX TO BUILDING CONTRACT

Article

Amount of Security Deposit 2a 10%

Period for commencement from 3a 5Days
handing over the Site

Time for completion 3c Fifty Two (52) Weeks

Amount of Liquidated Damages 5b (One Hundred USD) per day

Period of Defects Repair 4c 52 Weeks

Time within which payment to be made 12d 30 Days
after receipt of application
1. INTRODUCTION, GENERAL CLAUSES AND PREAMBLE

   a) Scope

      1) The Works comprise the erection, completion and maintenance of the buildings together with
         all ancillary buildings and Site works as shown on the Contract Drawings.

      2) The Contractor shall supply all labour, materials, plant, equipment and all other things required
         for the erection, completion and maintenance of the Works as described, defined and shown in
         the Contract Documents.

   b) Standard of Workmanship

      1) The Workmanship shall be of the kind and quality described, defined or shown in the Contract
         Documents and where the Workmanship is not described, defined or shown it shall be of the
         highest standard used in the locality wherein the Site is situated.

   c) Drawings

      1) Two (2) soft copies of the Drawings listed in Appendix “A” shall be furnished to the Contractor
         before the commencement of the Works. The Contractor shall provide to the Agency three
         (3) printed copies of the Drawing on A0 paper size. The Drawings shall remain the property
         of the Agency and shall be returned to the Director of Works upon completion of the Works.

      2) Such further detail drawings as are necessary for the proper completion of the Works shall be
         issued from time to time as required. These drawings shall be returned to the Director of
         Works upon completion of the Works.

      3) The Contractor shall furnish the Director of Works with five (5) copies of the Shop Drawings
         required to be furnished in accordance with the Specifications for his approval. The Director
         of Works shall return one (1) copy of the Shop Drawings to the Contractor within seven (7)
         calendar days of their receipt by the Director of Works with his comments, alterations or
         approval noted thereon. Should the Director of Works require alterations to the Shop
         Drawings, the Contractor shall prepare new drawings incorporating the required alterations
         and submit five (5) copies to the Director of Works for his approval.
4) On completion of the Works and before the Provisional Acceptance of the Works the Contractor shall furnish to the Director of Works one (1) set of As built drawings (one hard copy and one soft copy in AutoCAD format), if and when applicable, showing the layouts of the electrical, plumbing and drainage installations as required by the Specifications.

d) Conflicts, Omissions, Etc. In the Contract Documents

1) Where there are contradictions in the Contract Documents preference shall be given in the following order: -
   i. Detail drawings
   ii. General drawings
   iv. Bills of Quantities
   v. Special Conditions of Contract
   vi. General Conditions of Contract

2) Omissions from the Contract Documents or the incorrect description of detailing of items which are necessary for the proper performance of the work shall be performed by the Contractor as if fully and correctly set forth, detailed or described in the Contract Documents.

3) The Contractor shall inform the Director of Works of all omissions, errors, conflicts and the like, which are found in the Contract Documents.

e) Inspection of Site

1) The Contractor shall be deemed to have inspected the Site prior to the submission of his tender and to have satisfied himself as to the nature of the ground, the access to the Site, the availability of water, electricity and labour and all other factors affecting the execution and completion of the Works and to have allowed for all these factors in preparing his tender.

2) Before making his visit or visits to the Site the Contractor shall obtain the permission of the Director of Works.
f) Contractor’s Representative

1) The Contractor shall notify the Director of Works, in writing, before the commencement of the Works, of the name of the person authorized to receive instructions from the Director of Works on the Site. The person so authorized by the Contractor shall be at the Site during normal working hours.

2) The Contractor shall notify the Director of Works in writing, before the commencement of the Works, of the names of the site staff appointed by the Contractor to the Works.

3) The Contractor staff shall include:
   a) Civil Engineer with minimum 4 years of experience)


g) Director of Works

1) Before the commencement of the works the Director of Works shall be the Agency’s Chief Field Infrastructure and Camp Improvement Programme.

2) After the commencement of the Works the Director of Works shall be the person nominated by the Agency’s Chief Field Infrastructure and Camp Improvement Programme whose name shall be given, in writing, to the Contractor by the Chief Field Infrastructure and Camp Improvement Programme before commencement of the Works.

h) Meaning of “Approved” and “As Directed”

The words “approved” and/or “as directed” where used in the Contract Documents mean that the items to which these words apply shall be subjected to, carried out, applied, performed, executed, or otherwise dealt with, to the approval and satisfaction of the Director of Works.

i) Materials supplied by the Agency

1) All materials will be provided, in principle, by the Contractor but shall in no way limit the Agency’s right to supply such materials as it may deem fit in accordance with Article 8 of the General Conditions. Such materials will be listed in Appendix “B”.

2) The Contractor shall allow in his tender for loading, unloading, transporting, handling, storing, unpacking, protecting, control and installation of all materials.

3) The Contractor shall store the Agency supplied materials (if any) in a manner which facilitates checking and institute a system of control approved by the Director of Works, and hand over all unused material to the Director of Works on Completion of the Works.
4) The Contractor shall pay to the **Agency** at a price acceptable to the **Agency** any **Agency** supplied materials (if any), which in the opinion of the Director of Works, are missing, have been misused, or used without approval, or where the amounts used are in excess of the quantities calculated to have been incorporated in the Works after a reasonable allowance has been made for waste.

5) **Agency** supplied materials (if any) shall be delivered to the Contractor during normal working hours at the discretion of the **Agency** for within fourteen (14) calendar days of a written request being received from the Contractor for the delivery of the material.

j) **Demolition**
   1) The written approval of the Director of Works shall be obtained before any demolition work is commenced.

k) **Site Meetings**
   1) The Contractor, or his authorized representative, shall attend meetings on the Site at regular intervals to be decided upon by the Director of Works.

l) **Quantities, Measurements, and Unit Rates**
   1) The Quantities, Measurements, and Unit Rates, shall be measured in accordance with, and shall include for, the items detailed in the Contract Documents and the “**General Instructions and Notes on Pricing and Measurements**”, as under (F).

m) **Specification**
   1) Where materials are not described in the specification or in the other Contract Documents they shall be of the best quality available on the local market.

   2) Materials, goods and workmanship described in any one section or trade of the Specification shall apply throughout the Specification unless otherwise described.
1. **Generally**
   
   **(A) Description**
   
   The description given against the items in the Bills of Quantities do not necessarily describe fully all the work to be performed. The Contractor shall refer to the Contract Documents and these Notes wherein the work to be executed and the materials supplied for each item in the Bills of Quantities is fully shown and/or described.

   **(B) Measurements**
   
   a) Unless otherwise stated, all work has been and/or will be measured net as executed or fixed in place with no allowance made for laps or waste.

   b) The dimensions given in the Bills of Quantities are generally in the sequence LENGTH-WIDTH-HEIGHT.

   c) All quantities have been taken up or down to the nearest meter (or other unit) and where exactly half a meter (or other unit) results the quantities have been taken to the meter (or other unit) above. The same procedure will be followed for any re-measurements.

   d) The quantities given for each item in the Bills of Quantities are the estimated quantities of the work to be executed. Re-measurement of the works shall be carried out and the measurements recorded in a measurement book to be agreed by the Contractor and the Director of Works representative.

   e) The quantities for items stated to be provisional in the Bills of Quantities are indicative only where the exact nature of the works cannot be determined at the time of the production of Contract documents, and these shall be re-measured in accordance with the instructions given hereafter.

   f) The quantities for works under provisional sums shall be estimated by the Director of Works before instructing any works under this sum. The value of the final works shall be determined in accordance with actual quantities after re-measurement or on the basis of lump sum as the case may be in the original instructions of the Director of Works.

   **(C) Pricing**
   
   a) The Contractor shall satisfy himself as to the meaning of every item in the bills of quantities and the rates and prices inserted by the Contractor against the items shall be deemed to include for all his obligations under the Contract and for all other matters and things necessary for the proper construction, completion and maintenance of the Works including, but not limited to, all temporary...
work, the provision and use of all plant and equipment (both mechanical and non-mechanical): Shifting, altering and adapting the temporary work, plant and equipment as required during the progress of the Works and removing on completion including making good any work or surface disturbed; providing samples of materials and/or workmanship as detailed in the Specification; the provision of bonds and guarantees; all work in connection with the measurement of the Works and the preparation of the final account, profit, all establishing charges, overheads and other on-costs of whatsoever nature. No claim will be considered in respect of any or all these items.

b) Prices for all items shall be deemed to include for all straight raking and circular cutting and consequent waste.

c) The Contractor shall price all items which he considers to have a value. Items which are not priced by the Contractor will be deemed to be of no value and their price has been included in the price of other items.

d) The Contractor shall produce a detailed analysis of his unit rates to the Director of Works within twenty-four (24) hours of being requested to do so.

e) The Contractor is requested to price identical items in the Bills of Quantities at the same rates.

f) Contractors are instructed not to give discount on the summary page of the tender. If a discount is offered on the summary page as lump sum or as a percentage, the Agency shall at its own discretion, and with no need for the approval of the bidder, calculate the discount as a percentage of the total value of the bid and apply that percentage on each unit rate offered.

(D) Quantities

a) The quantities given in the Bills of Quantities have been calculated from the drawings listed in Appendix “A” in accordance with the method of measurements stated under the trade headings set out hereinafter.

b) The quantities given in the Bills of Quantities may be used as a basis for ordering materials, but should be checked before any orders are placed. No claim for extra or delay will be entertained should the quantities given in the Bill of Quantities prove to be inaccurate.
2. **EXCAVATION AND EARTHWORKS**

(A) **Measurements**

a) Excavation shall be measured by cubic volume. The volume shall be calculated by taking the area of the slab, bed, footing, base and the like and multiplying by the vertical depth. No allowance will be made for increase in bulk after excavation. No allowance will be made for working space.

b) Trench excavation for drain and water pipes and electricity cables and excavation for manholes and percolation pits is included in the items of pipework, cabling manholes and percolation pits and will not be measured separately.

c) Hardcore or Granular Fill beds shall be measured by cubic volume. The volume shall be calculated by taking the area of the bed and multiplying by the consolidated depth, including finishing, to a maximum depth of 15cm. Filling required below this 15cm depth is intended to be of suitable materials from the excavation and no extra will be paid for hardcore or granular fill used in lieu thereof.

(B) **Rates**

a) Rates for excavation shall include for:

i. Clearing the Site of all rubbish, debris, shrubs, trees, bushes, plants, fence, and the like including grubbing up roots and foundations prior to the commencement of the Works.

ii. Excavation to any depth.

iii. Excavation in any material whatsoever found, including rock.

iv. Excavation circular on plan.

v. Allowance for working space.

vi. Excavating below water-table level.

vii. Keeping excavations clear of water.

viii. Levelling, ramming, trimming and grading bottoms of excavations in rock.

ix. Planking and strutting.

x. Selecting suitable material from the excavations and returning, filling and ramming in layers around foundations and to underside or hard-core beds including all multiple handling and transport about the Site.
b) Rates for hard-core beds shall include for:

i. Trimming and levelling ground under.
ii. Ramming and consolidation.
iii. Loss of bulk in consolidation.
iv. Finishing top surface to receive concrete, paving and the like.

3. **CONCRETE WORK**

(A) **Measurements**

a) Concrete work shall be measured net.

No deductions will be made for:

i. The volume of concrete displaced by embedded steel,
ii. Voids not exceeding 0.10 meter super in concrete measured superficially.
iii. Voids not exceeding 0.05 meter cube in concrete measured cube.

b) Solid concrete slabs shall be measured superficially. All other concrete work will be measured cube except where otherwise stated below.

c) Forming channels (where measured separately) in concrete shall be measured run.

d) Forming urinal slots including trades in concrete shall be measured by number.

e) Precast concrete:
   i. Paving slabs shall be measured superficially,
   ii. Sills, copings and rainwater channels shall be measured run,
   iii. Manhole covers and latrine slabs shall be measured by number.

f) Expansion Joint:
   i. Filler shall be measured superficially,
   ii. Pointing shall be measured run.

g) Concrete items forming part of manholes and percolation pits are included in the items of manholes and percolation pits and will not be measured separately.

h) Concrete slabs shall be measured superficially for the full thickness over beams and the like.

i) Drop beams and the like shall be measured only as the portion projecting from the slab or other work.

j) Concrete columns shall be measured the full height taken through slabs, beams and the like.

k) Hollow block in slabs shall be measured superficially, or by number.
(B) **Rates**

a) Rates for concrete work shall include for:

i. Supply and storage of cement (or otherwise shown in Appendix “B”),

ii. Supply and storage of aggregates and water,

iii. Mixing and placing in position,

iv. Packing and tamping around reinforcement,

v. Vibrating (if specified),

vi. Grading, tamping and trowelling,

vii. Formwork, shuttering and supports,

viii. Supplying reinforcement and storing on Site including cutting, bending and fixing in position and providing all tying wire, distance places spacers,

ix. Finish to exposed faces,

x. Curing,

xi. Work of any cross-sectional area,

xii. Work at any height,

xiii. Curved work,

xiv. Forming mortices and grouting in,

xv. Forming grooves, throats, holes, chases, re-bates, chamfers, splayed angels, mouldings and the like,

xvi. Casting in or cutting and pinning plugs, holdfasts, brackets, and the like,

xvii. Hoisting to any height and bedding, jointing and pointing,

xviii. Wall ties.

4. **BLOCKWORK**

   (A) **Measurements**

   a) Blockwork shall be measured net. No deductions will be made for voids or openings of less than 0.10 m² in area.

   b) Blockwork shall be measured superficially except for walls less than 25cm in height which shall be measured run.

   c) Courses of solid blockwork in hollow block walls shall be measured run.

   d) Forming openings through block walls (other than honeycomb walls and Claustra walling) shall be measured by number.

   e) Thickness given refers to the thickness shown on the drawings and no allowance will be made for any additional thickness due to uneven or bad workmanship.

   f) Ventilating pipes shall be measured by number.
(B) **Rates**

a) Rates for blockwork shall include for:

i. Supply and storage of cement (or otherwise shown in Appendix “B”),
ii. Supply and storage of aggregates, water and other materials,
iii. Manufacture and curing of blocks,
iv. Laying blocks including horizontal and vertical mortar joints,
v. Work of all Classifications in any location,
vi. Finishing fair and pointing to exposed faces,
vii. Rough and fair cutting,
viii. Cutting or leaving holes, chases, grooves, mortices, sinkings and the like and making good,
ix. Cutting and pinning or building in ends of lintels, steps, timbers, rails, brackets, steel sections and the like, and making good,
x. Concrete filling and reinforcing rods to cavities at quoins and door and window openings,
xi. Cutting and bonding at angles, intersections and the like.

b) Rates for ventilating pipes shall include for:

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

5. **STONEWORK**

(A) **Measurements**

a) Thicknesses given refer to the nominal thickness or the thickness shown on the drawing. No allowance will be made for any additional thickness due to uneven or bad workmanship or to variations in the thickness of the stone.

b) Stonework shall be measured in square meters, net as laid, with the surface area of Jambs, Lintels & Sills added, with no allowance made for Lintels, Jambs, Sills, Quoin stones… etc.

c) Rubble stone walls shall be measured by volume and/or in square meters as specified in the Bills of Quantities.

d) Coping Stones shall be measured in Linear Meter for each Width & Thickness.

e) Other stone items shall be measured net as listed in the Bill of Quantities.
(B) **Rates**

a) Rates for stone work shall include for:

i. Supply and storage of cement (or otherwise shown in Appendix “B”).

ii. Supply and storage of stone, aggregates, water and other materials,

iii. Laying stones including coursing, bonding, and all mortar joints,

iv. Work of all classifications in any location,

v. Face or surface finishing including all openings, returns, reveals and the like,

vi. Rough and fair cutting,

vii. Tying to backing material,

viii. Concrete backing where included with stonework item,

ix. Cutting or leaving holes, chases, grooves, mortices, sinkings and the like, and making good,

x. Cutting and pinning or building in ends of lintels, steps, timbers, rails, brackets, steel sections and the like, and making good.

6. **CARPENTRY AND JOINERY WORK**

(A) **Measurements**

a) Sizes of timber given in the Bills of Quantities are finished sizes after planning to provide wrought faces.

b) Sizes of doors shall be taken over the frame and shall include transom lights, sidelights and the like. The finished floor level shall be taken as the bottom of the floor and frame.

c) Sizes of fittings shall be taken as the gross overall measurements including legs, bearers, brackets and the like.

d) Display board panels shall be measured superficially.

e) Purlins, coat rail, display board and chalkboard frames, chalk trays, pelmets, shelves, shelf divisions, and worktops shall be measured run.

f) Doors, pairs of doors, benches and chalkboards shall be measured by number.

(B) **Rates**

a) Rates for carpentry and joinery work shall include for:

i. Any length of timber,
ii. Joints in the running length of timber,
iii. Raking, curved or circular work and labours,
iv. Framing,
v. Forming holes, angles, ends, mitres, rebates, splayed edges, grooves, chamfers, scribed edges, rounded edges, rounded corners, notches, sinkings, fitted ends, far ends and the like,
vi. Cutting and fitting around obstructions.
vii. Forming mouldings,
viii. Nosings, bed moulds, margins, and the like,
ix. Facing and edging to block-board,
x. Bedding and painting,
xi. Grounds, blockings and backings,
xii. Plugging concrete, blockwork, and stonework, and making good,
xiii. Ironmongery including screws, temporary fixing, re-fixing, oiling and adjusting,
xiv. Providing two keys for each lock including tagging,
xv. Hardware including nails, screws, dowels, cramps and the like,
xvi. Steel legs, brackets, bearers and other supports including painting,
xvii. Glass and glazing including cutting to size and putty,
xviii. Fly-screening including cutting to size,
xix. Preparing surfaces to receive finishes,
xx. Painting, varnishing, polishing, oiling, and the like, to any area or width in any location including work in multicolours and cutting in edges.

7. **METALWORK**

(A) **Measurements**

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

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

8. **PLASTERWORK AND OTHER WALL, FLOOR & CEILING FINISHES**

   (A) **Measurements**
   a) All finishes shall be measured net. No deductions will be made for voids not exceeding 0.50 m$^2$ in areas measured superficially.

   b) All finishes, except skirting and sills, shall be measured superficially.

   c) Skirting and sills shall be measured run.

   (B) **Rates**

a) Rates for finishes shall include for:

   i. Supply and storage of cement (or otherwise shown in Appendix “B”),
   ii. Supply and storage of aggregates and water,
   iii. Mixing,
   iv. Hacking concrete, applying cement slurry or raking out joints of blockwork to form key,
v. Application to any surface,
vi. Any width or area,
vii. Any location and any height,
ixi. Any location and any height,
viii. Beds, bedding and backing,
ix. Finish to surface,
x. Finish to edges and arises,
xi. Grouting and pointing,
xii. Making good around steel sections, pipes, tubes, bars, brackets, outlets and the like,
iii. Finish to falls, cross-falls and currents,
iv. Forming bays including joints,
v. Treating surfaces with dust proofer, hardener and the like,
vi. Ends, intersections, angles, ramps, and the like on skirting,
vii. Forming rounded top edges and coves at bottom on skirting.

b) Rates for tiling shall include for:

i. Purpose made tiles including round edge tiles and bull-nosed tiles.

c) Rates for Precast terrazzo items shall include for:

i. Forming holes,

ii. Forming grooves.

9. **ROOF FINISHES**

(A) **Measurements**

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

(B) **Rates**

a) Rates for cement and sand work shall include for:

i. Supply and storage of cement (or otherwise shown in Appendix “B”),

ii. Supply and storage of aggregates and water,
iii. Mixing,
iv. Hacking concrete, applying cement slurry or raking out joints of blockwork to form key,
v. Application to any surface,
vi. Any width or area,
vii. Finish to surface,
viii. Finish to falls, cross-falls and currents,
ix. Forming bays including joints,
x. Finish to edges and arises,
xii. Making good around steel sections, pipes, tubes, bars, brackets, outlets, and the like,
xii. Ends, intersections, ramps, and the like on fillets.

b) Rates for water proofing shall include for:

i. Preparation of surface,
ii. Any area or width,
iii. Cutting in edges.

c) Rates for roof sheeting shall include for:

i. Side and end laps,
ii. Fixings including bolts, hook bolts, screws and washers,
iii. Sheets of any width or length.

10. PLUMBING WORK

(A) Measurements

a) All plumbing work, except rainwater pipes and water supply pipework in water points, shall be measured by number.

b) Rainwater pipes and water supply pipework in water points shall be measured run over fittings.

c) Pipework in frames to shading sheds shall be measured run over fittings.
(B) Rates

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

b) Rates for sanitary fittings, isolated taps and gullies shall include for:
   i. All pipework in connection therewith and connections thereto including connection to the nearest manhole of gully and to the cold water storage tank.

c) Rates for pipework including pipework in frames to shading sheds shall include for:
   i. Joints in the running length,
   ii. Nipples, connections, sockets, ferrules, couplings, back-nuts, unions, and the like,
   iii. Bends, elbows, tees, reducers, access doors, cleaning eyes, blank caps, stop valves, and the like,
   iv. Welded joints and connections including grinding,
   v. Lagging and wrapping,
   vi. Excavation, bedding and backfilling.

11. ELECTRICAL WORK

(A) Measurements
All electrical work shall be measured by number.

(B) Rates

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

b) Rates for fittings, switches, and fuseboards shall include for:
   i. Conduit and wiring to and between fittings, switches, and fuseboards (except connections to supply company’s main) including all fittings, boxes, connectors and the like and making connections,
   ii. Lamps, bulbs, tubes and the like,
   iii. Plates and covers,

   c) The rate for the connection to the Supply Company’s main shall include for:
      i. All the supply company’s charges for making the connection to the main,
      ii. Wiring or cabling between the supply company’s mains and the distribution board,
      iii. Underground conduit and junction boxes including excavation and backfilling,
      iv. Poles including insulators.

12. **GLAZING WORK**

   (A) **Measurements**
   
   Glass and glazing work is included with the items in which the glass is fixed and will not be measured separately.

   (B) **Rates**
   
a) Rates for glass and glazing work shall include for:

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

(A) Measurements

a) Painting and decorating to walls, ceilings and the like shall be measured superficially.

b) Painting and decorating to all other surfaces, items and things are included in the items of surfaces, items and things, and will not be measured separately.

(B) Rates

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

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

14. DEMOLITIONS AND ALTERATIONS

(A) Measurements

a) Unless otherwise stated, old materials shall be understood to become the property of the Contractor and shall be cleared away; Old materials required to remain the property of the Agency shall be so described; setting aside and storing of such materials shall be given in the description.

b) Removing individual fittings, fixtures engineering installations or the like from and existing structure shall be given as an item; stating the size, or enumerated. Those required to be set aside for re-fixing shall be so described.

c) Removing finishing or coverings to existing structures shall be given as items, indicating the quantity, or in square meters, stating the nature of the finishing or coverings.

d) Demolishing individual structures or part thereof, shall be given as an item, stating the dimensions. Alternatively, demolishing all structure on Site may be given as one item.
e) Cutting openings in existing structures and alterations to existing structures shall be given either as an item or enumerated, stating the size of the opening and the type and thickness of the existing structure. Making good all work damaged shall be understood to be included. The provision of new lintels shall be included in the description of such work.

f) The provision of temporary screens and coverings to protect the existing structure shall be understood to be included in the demolition and alteration items.

g) Shoring incidental to demolitions and alterations, together with clearing away and making good all work damaged, shall be understood to be included. Shoring, other than that incidental to demolitions and alterations, shall be given as an item stating the locations; clearing away and making good all work damaged shall be understood to be included.

(B) Rates

a) Rates shall include for:
   i. Labour, material and plant,
   ii. Temporary propping or shoring incidental to the Works,
   iii. Protection of adjacent buildings,
   iv. Temporary screens and protection of remaining finishing and structures,
   v. Clearing all debris from Site,
   vi. Making good finishes and structures disturbed,
   vii. Disposal of old materials by Contractor unless otherwise stated in the description,
   viii. Removal of old materials to Agency store where these are to be retained by the Agency.

15. PARTICULAR NOTES ON PRICING AND MEASUREMENT OF PLUMBING WORK

Further to the notes included on page GI/17 of this document, the rates for sanitary fittings shall allow for all waste pipes to ground floor level only. All underground soil and waste pipes are measured separately in the internal plumbing and drainage sections.
(G) PARTICULAR SPECIFICATION

- Insert any particular specification deemed necessary and not covered by UNRWA’s Specifications for Building Maintenance and Medium Building Construction Work: Road specifications 2019
1. **PRICING**  
a) The value of services and obligations in respect of all items in these preliminaries shall be priced for in the Bills of Quantities

2. **CONDITIONS OF CONTRACT**  
a) The Contractor shall include for complying in all respects with the Conditions of Contract and for convenience or pricing the general headings of clause and sub clauses are set out below.

2.1 **General Conditions**

Article No.
01. Documents and Supervision  
02. Security Deposit  
03. Commencement and Completion of Work  
04. Provisional and Final Acceptance of Works  
05. Damages for delay, abandonment and cessation by Contractor  
06. Abandonment of Work by the Agency  
07. Variations  
08. Provisions of Tools and Materials  
09. Rejection of Materials and Work  
10. Conditions of Employment of Labour  
11. Measurements  
12. Payments  
13. Subcontracts  
14. Adherence by Contractor to Laws and Regulations  
15. Insurance to be maintained by the Contractor  
   a) Workmen’s Compensation Insurance  
   b) Public Liability Insurance  
   c) Fire Insurance  
16. Removal of Rubbish  
17. Gifts and Commissions  
18. Agency’s Right to terminate Contract  
19. Notices  
20. War and Special Risks  
21. Disputes – Arbitration  
22. Tax Exemption
2.2. **Special Conditions**

1. Officials Not to Benefit
2. Child Labour
3. Forced or Compulsory Labour
4. Mines
5. Sexual Exploitation
6. Terrorism
7. Supplier Code of Conduct
8. Provisional Sum
9. Sufficiency of the Total Value of the Contract
10. Donor-Related Special Conditions

3. **Scope of Works**

   a) The Works comprise the construction of **Routine Maintenance Works to UNRWA Premises at Educational Centers (2020-2021)**.

4. **Access to the Site**

   a) The Contractor will be responsible for maintaining the access to the Site during the course of the Contract.

5. **Level Survey**

   a) The Contractor shall execute a 5 meter grid of levels over the whole Site prior to the commencement of the Works, and again on completion, and shall prepare and submit to the Director of Works two copies of the survey drawing.

   b) The Contractor shall satisfy himself that the existing ground levels as indicated in the Contract are correct. Should the Contractor wish to dispute any levels he shall submit to the Director of Works a schedule of the position of the levels considered to be in error and a set of revised levels. The existing ground relevant to the disputed levels shall not be disturbed before the Director of Works’ decision as to the correct levels is given.
c) The Contractor shall establish a temporary benchmark:

1) On a permanent structure, which is structurally stable, within the vicinity of the Site.
2) With a steel pin set in mass concrete in a position unaffected by the Works.
3) The Contractor shall protect and maintain the temporary bench marks for the duration of the Contract.

6. **Assistance and Instruments for the Director of Works**

a). The Contractor shall provide such assistance and survey instruments during the entire duration of the Contract as may be required by the Director of Works.

7. **Water for the Works**

a) The Contractor shall provide all necessary water for the Works by whatever means are necessary, including temporary connections, supply installation and storage tanks, and remove the whole of the temporary installation upon completion.

8. **Electricity for the Works**

a) The Contractor shall provide all necessary electricity for the Works of whatever means are necessary, including temporary connections and supply installations, and remove the whole of the temporary installation upon completion.

9. **Bills of Quantities**

a) The pricing of the Bills of Quantities shall be carried out in English numerals and in black ink to enable photocopying if required.

10. **Constructional Plant**

a) The Contractor shall provide all constructional plant required for the proper execution and completion of the Works and shall remove it from the Site upon completion.

11. **Temporary Scaffolding**

a) The Contractor shall provide all necessary temporary scaffolding for the proper execution of the Works.
12. **Tests**
   
a) The Contractor shall allow for carrying out all tests required by the Specification, including all necessary materials and samples for testing.

   b) The Director of Works may require any test that he deems necessary to satisfy himself that the materials are in accordance with the Contract Documents. The cost of making tests, except for those required by the Specification, will be borne by the Agency except where, in the opinion of the Director of Works, the results of the tests indicate that the materials and/or workmanship are not of the standard required by the Contract Documents, in which case the cost of such tests shall be borne by the Contractor.

13. **Samples of Materials and Workmanship**

   a) The Contractor shall allow for providing at his own expense and submit to the Director of Works, for his approval, as he may require, samples for all specified materials which he proposes to incorporate into the Works.

   b) The approved samples shall remain in the custody of the Director of Works and all subsequent work and materials shall be equal to the approved samples in every respect.

   c) Approved samples shall be returned to the Contractor upon completion of the Works.

14. **Care of the Works**

   a) The Contractor shall be responsible for the care of the Works until their provisional acceptance by the Agency including all work executed and all materials on Site.

   b) The Contractor shall protect the Works and materials on the Site from risks arising from the weather, carelessness of operators, damage or loss by theft, lightning, flood or other causes.

   c) The provision of stores, temporary accommodation and fencing, lighting and other protective measures shall be at the expense of the Contractor.

   d) The Contractor shall reimburse the Agency for any loss or damage, from whatsoever cause arising, to the work and materials.
15. **Setting Out**

a) The Contractor shall allow for establishing the necessary datums and levels at the commencement of the Works and shall set out the principle axes, corners, partitions, intersections and the like to the approval of the Director of Works. The approval of the Director of Works shall not relieve the Contractor of his responsibility for the accuracy of the setting out.

b) The establishment of datums and levels, the initial and subsequent setting out, and the correction of lines and levels necessitated by the destruction or removal of pegs or marks, shall be carried out at the expense of the Contractor.

16. **Privately and Publicly Owned Services**

a) If any privately owned service for water, electricity, drainage etc. passing through the Site is affected by the Works then the Contractor shall locate it and provide a satisfactory alternative service before cutting the existing service.

b) The position of Public Authority main services shall be verified by the Contractor who must satisfy himself as to the exact position of such facilities and make allowance in his price for compliance with this clause. The Contractor shall take all measures required by any Public Authority for the support and full protection of the pipes, cables and other installations during the progress of the Works.

17. **Traffic Safety**

a) The Contractor shall provide, erect and maintain such traffic signs, lamps, barriers, traffic control signals and such other measures as may be necessitated by the construction of the Works to the satisfaction of the Local Authority and the Director of Works.

b) The Contractor shall not commence any work which affects public roads until all traffic safety measures necessitated by the work or required by the Local Authority are fully operational.

c) The Contractor shall keep clean and legible at the times all traffic signs, lamps, barriers and traffic control signals and he shall position, reposition, cover or remove them as necessitated by the progress of the Works.

d) The Contractor shall be responsible for maintaining and repairing any Public Highway damaged as a result of the execution of the Works.
18. **Temporary Diversion of Traffic**

a) The Contractor shall construct temporary diversion ways wherever the Works will interfere with existing public or private roads or other ways over which there is a public or private right of way for any traffic.

b) The standard of construction and lighting shall be suitable in all respects for the class or classes of traffic using the existing way and the width of the diversion shall be not less than that of the existing way unless otherwise described in the Contract.

c) Diversion ways must be constructed in advance of any interference with the existing ways and shall be maintained to provide adequately for the traffic flows.

d) The provisions of this Clause shall not apply to any temporary access or accommodation works which the Contractor may construct for his sole use in the execution of the Works.

19. **Progress Schedule**

a) The Contractor shall submit to the Director of Works for his approval a Progress Schedule within one week of the signing of the Contract.

b) The Progress Schedule shall show the sequence of the Works and the dates by which the Contractor proposes to complete the various phases of the Work.

c) One copy of the Progress Schedule shall be kept on Site at all times and the actual progress of the various phases of the work shall be entered thereon at intervals of not more than seven (7) calendar days.

d) No changes shall be made to the Progress Schedule without the written approval of the Director of Works.

20. **Site Offices, Stores and Other Facilities for the Contractor**

a) The Contractor shall provide, erect and maintain, at his own expense all necessary temporary Site offices, stores and other temporary facilities as may be required by the Contract or for his own use including all associated electricity, water, furniture, equipment etc.

b) The Contractor shall provide a watertight cement store of approved capacity with the floor 15cm above existing ground level, to the approval of the Director of Works.
21. **Offices for the Director of Works**

a) The Contractor shall provide adequate office space for the use of the Director of Works, or his authorized representative within two weeks of the Date of Commencement of the Works, in accordance with the following:
   1) Minimum area of 16 square meters.
   2) The office shall be furnished with one desk with a lockable drawer, a desk chair, and a separate table with six chairs for meetings, and lockable cupboards, together with all other furniture reasonably requested by the Director of Works.
   3) Laptop according to the latest specifications issued by the Agency’s concerned department including Windows and MS office. This Laptop and software will become the property of the Agency.
   4) All utilities (water, electricity, sewers and Internet connection) including maintenance.
   5) The office shall have adequate temperature for work (i.e. be heated during winter months and cooled during summer months).
   6) Bottled drinking water and refreshments (tea and coffee).
   7) Secure locks for the doors and windows with security bars for windows.
   8) Office boy for maintenance and daily cleaning.

b) A separate toilet facility shall be provided for the sole use of the Director of Works and his representatives. The Contractor shall allow for keeping the facilities clean. The Contractor shall provide in his Bid Price for any costs resulting from this Article.

22. **Yard Book**

a) The Contractor shall provide and maintain a yard book (manifold), to record all Site decisions, events, progress and comments. This shall be kept on Site at all times and available for the inspection of the Director of Works, or his authorized representative. The yard book shall be signed every day by the Director of Works and countersigned by the Contractor.

23. **Materials Supplied by the Agency**

a) The Contractor shall provide for loading, unloading, transporting, handling, storing, unpacking, protecting, safeguarding, controlling and installing all materials supplied by the Agency in accordance with Article 8 of the Building Contract.
24. **Contractor’s Engineer**
   a) The Contractor shall provide all Site Supervising staff required for the proper execution and completion of the Works as defined under Particular Conditions.

25. **Site Clearance Removal of Rubbish and Cleaning the Works**
   a) The Contractor shall, upon provisional Acceptance of the Works, demolish all temporary works and buildings and clear away all rubbish and debris from the Site.

   b) The Contractor shall, immediately prior to handing over the building, clean all parts of the building and external works and deliver up the whole in a prefect state according to the intent and meaning of the Contract and to the satisfaction of the Director of Works.

   c) The Contractor shall, during the course of the Contract, remove Site refuse from time to time as it accumulates, or as instructed by the Director of Work, and shall maintain the Works and the Site in a clean and tidy condition at all times.

26. **Other Costs**
   a) The Contractor shall include in his prices all other costs, expenses etc., which he considers are necessary for the proper execution of the Works and which are not already included in this Contract Document, otherwise details of which must be set out below. All such costs and expenses will be deemed to be included in the prices inserted elsewhere in the Bills of Quantities.

   b) The Contractor shall take photos of the Works covering all work stages and submit one hard and one soft copy of the photos to the Director of Works on a monthly basis.

   c) The Contractor shall submit one hard and one soft copy of As-built drawings to the Director of Works, together with the request for the final payment.

   d) The Contractor shall design, erect and maintain, at his own expense, a temporary rigid and stable construction fence, with height sufficient to provide safety and security measures, as the first work activity on the Site. This fence shall not relieve the Contractor of any of his responsibilities and liabilities as stated by this Contract.

   e) The Contractor shall provide a temporary signboard, size 3mx2m to the approval of the Director of Works, on which will be indicated the Name of the Project, the **Agency**, the name of the Contractors and the Donor for the Project.
(I) QUALITY CONTROL TESTS

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

2. **CONDITIONS OF CONTRACT**

   2.1 **General Conditions**
   Materials failing to comply with the specified tests shall be removed from the Site and substituted with proper materials. The replacement materials shall also be subject to testing according to the discretion of the Director of Works and all additional testing costs shall be borne by the Contractor.
   a) Test results should comply with Local Standards in the Country where the Project is executed in addition to the following Standards: AASHTO T27, T89, T90; ASTM C156, C39-C86, C116-90, C97, D1556-90, D1557-90, D3282-88, D1559, D3549-77; BS 4131-73 Part B, BS 4131-73 Part A, BS 7263 Part 1:1990, BS 340.

   2.2 **Special Conditions**
   (To be completed by the Director of Works as applicable)

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

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

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

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

   3.1 **Earthworks:**
   a) Examination of Fill Material for compliance with specifications.
3.2 Concrete Works:
   a) Mix Design.
   b) Slump test.
   c) Cube/Cylinder Compressive Strength test.
   b) Field Density test.

3.3 Reinforcing Steel:
   a) Steel tensile test.
   b) Visual test of steel for rust, straightness, suitability for use; including measuring the diameter with a precision calliper.

3.4 Mechanical Works:
   a) Water Network pressure test.
   b) Gas Network pressure test.
   c) Drainage Network leakage test.
   d) Equipment test:
       1) Contractor should provide evidence that the equipment has passed the manufacturer’s Quality Control tests
       2) Includes all requirements specified in Contract Documents such as [Add-on’s, connecting parts…etc.].
   e) PVC pipes: Pressure and thickness test or a certificate of compliance with local standards.

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

e) Electrical PVC Conduits: Type and thickness to comply with local standards.

3.6 Concrete Blocks:  
a) Compressive Strength test.

3.7 Tiling Works:  
a) Transverse (Crushing) test.  
b) Abrasion test: results should comply with local standards.  
c) Water Absorption test.  
d) Surface thickness test: White cement part.

3.8 Asphalt Mix:  
a) Asphalt Content test.  
b) Compaction test.  
c) Thickness test.

3.9 Concrete Curb Stones:  
a) Compressive Strength test.

3.10 Painting:  
a) Paint analysis test or a certificate of compliance with local standards.