INVITATION TO BID FOR CIVIL WORKS

Ref: PNP/20/AF/ITB/02
(Please quote this UNESCO reference in all correspondence)

Date 27 July 2020

You are invited to submit a bid for RENOVATION OF UNESCO OFFICE BUILDING in accordance with the present solicitation document.

The Invitation to Bid (ITB) consists of this cover page and the following Annexes:

**Part 1**  Bidding Procedures
- Annex I  Instructions to Bidders
- Annex II  Bid Data Sheet
- Annex III  Bid Submission Form
- Annex IV  Intention To Bid Form
- Annex V  Bidder Information Form

**Part 2**  Supply Requirements
- Annex VI  Scope of Works
- Annex VII  Bill of Quantities
- Annex VIII  Technical Specification
- Annex IX  Drawing
- Annex X  Bid Security Form

Your bid, submitted in a sealed envelope, should reach the following address **no later than** 2.00 pm (Cambodia) Time on 16 August 2020.

**UNESCO Office Phnom Penh**
#38, Sothearaos Blvd., Sangkat Chey Chumneas,
Khan Daun Penh, Phnom Penh

"ATTENTION: Head of Operation"

**SEALED TENDER - DO NOT OPEN**
**RENOVATION OF UNESCO OFFICE BUILDING**
**ITB Ref: PNP/20/AF/ITB/02**

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNESCO.

Bidders are kindly requested to acknowledge the receipt of the ITB using the Intention to Bid Form on Annex IV.

For offerors interested to submit ITB, a mandatory site visit to assess and clarify the requirements is required. ONLY bidders who have completed the site visit assessment’s bids will be accepted. For this purpose, and for any requests for clarification, please contact [Mrs. Nusrat Jahan, email: n.jahan@unesco.org].

For and on behalf of UNESCO
UNESCO Office Cambodia, Phnom Penh
Mr. Sardar Umar Alam, Head of Office and UNESCO Representative to Cambodia
ANNEX I — Instructions to Bidders

The Instructions to Bidders contain general guidelines and instructions on the preparation, clarification, and submission of Bids.

A. INTRODUCTION

1. General

UNESCO as the Purchaser invites Sealed Bids for Civil Works to the UN system.

2. Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of works to be purchased under this Invitation to Bid. Bidders shall be legally incorporated entities, or groups formed by such as joint ventures.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.

(b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.

(c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption” and defined as follows:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- "Unethical practice" means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the United Nations Supplier Code of Conduct

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:
- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to how-to-report-fraud-corruption-or-abuse.

4. Cost of Bid
The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

5. Mandatory Site Visit
UNESCO will organize site visits as specified in the Bid Data Sheet (BDS), Annex II.

B. SOLICITATION DOCUMENTS

6. Examination of Solicitation Documents
The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid. The Solicitation Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 7 below.

(a) Instructions to Bidders;
(b) Bid Data Sheet (BDS);
(c) Scope of Works;
(d) Bills of Quantities;
(e) Technical specifications;
(f) Drawings;
(g) Sample forms;
(h) Any other document listed in the Bid Data Sheet as forming part of the Solicitation Documents.
7. Clarification of Solicitation Documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNESCO in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents. All communication connected with this Bid must be directed exclusively to the UNESCO person identified as the contact person in the Bid Data Sheet.

8. Amendments of Solicitation Documents

Prior to the Deadline for Submission of Bids, the UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNESCO may, at its discretion, extend the Deadline for the Submission of Bids.

C. PREPARATION OF BIDS

9. Language of the Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNESCO shall be written in the language indicated on the Bid Data Sheet (Annex II).

10. Documents Comprising the Bid

The Bid must comprise the following documents:

(a) A Bid Submission form;
(b) Bidder Information Form
(c) Priced Bill of Quantities;
(d) Price Proposal and payment schedule;
(e) Technical Specification;
(f) Drawings;
(g) Qualification information in accordance with clause 11 of the Instructions to Bidders, if prequalification of bidders has not been carried out.
(h) Any additional information required to be completed and submitted by bidders as specified in the Bid Data Sheet.

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 The Bidder shall furnish evidence of its qualification by submitting the following information and documents with their bids, unless otherwise stated in the Bid Data Sheet:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
(b) Total annual monetary value of construction works performed for the years specified in the Bid Data Sheet;
(c) Experience in works of a similar nature and size for each of the period of years specified in the Bid Data Sheet, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
(d) Major items of construction equipment proposed to carry out the Contract;
(e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
(g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) Authority to seek references from the Bidder’s bankers;

(i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;

11.2 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) an average annual financial amount of construction work over the period specified in the Bid Data Sheet.

(b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified in the Bid Data Sheet (to comply with this requirement, works cited should be at least 70 percent complete);

(c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bid Data Sheet;

(d) A Contract Manager with at least the number of years’ of experience in works of an equivalent nature and volume as specified in the Bid Data Sheet including no less than at least the number of years as Manager as specified in the Bid Data Sheet;

(e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bid Data Sheet.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

13. Bid Currencies/Bid Prices

All prices shall be quoted in the nominated currency in the Bid Data Sheet. The Bidder shall indicate on the appropriate Bill of Quantities the unit prices (where applicable) and total Bid Price of the goods and/or services it proposes to supply under the contract.

14. Period of Validity of Bids

Bids shall remain valid for 90 days after the date of Bid Submission as indicated in the Bid Data Sheet. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 21 of Instructions to Bidders. In exceptional circumstances, UNESCO may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

15. Bid Security –

(a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNESCO in the amount as indicated in the Bid Data Sheet.

(b) The Bid Security is to be sealed in a separate envelope within the main sealed bid

(c) The Bid Security is to protect the UNESCO against the risk of the Bidder’s conduct, which would warrant the security’s forfeiture, pursuant to clause 15(h) below;

(d) The Bid Security shall be denominated in US Dollars and be in the form of a bank guarantee, issued by a reputable bank, and in the form provided in these Solicitation Documents.

(e) Any Bid not secured in accordance with clauses 15(a) and 15(d) above will be rejected by the UNESCO as non-responsive pursuant to clause 28 of Instructions to Bidders;

(f) Unsuccessful Bidder’s Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNESCO pursuant to clause 14 of Instructions to Bidders;

(g) The successful Bidder’s Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 28 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 29 of Instructions to Bidders;

(h) The Bid Security may be forfeited:

1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,

2. In the case of a successful Bidder, if the Bidder fails:
(i) To sign the Contract Order in accordance with clause 28 of Instructions to Bidders, or,
(ii) To furnish Performance Security in accordance with clause 29 of Instructions to Bidders.

D. SUBMISSION OF BIDS

16. Format and Signing of Bids
The Bidder shall prepare two copies of the Bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17. Sealing and Marking of Bids
17.1 The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

17.2 The inner and outer envelopes shall:
   (a) be addressed to UNESCO at the address given in Annex II of these Solicitation Documents; and
   (b) make reference to the “subject” indicated in Annex II of these Solicitation Documents and a statement: “SEALED TENDER - DO NOT OPEN”, to be completed with the time and the date specified in Annex II of these Solicitation Documents for Bid Opening pursuant to clause 17 of Instructions to Bidders.

17.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

17.4 If the outer envelope is not sealed and marked as required by clause 17.2 of Instructions to Bidders, UNESCO will assume no responsibility for the Bid’s misplacement or premature opening.

17.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.

18. Deadline for Submission of Bids/Late Bids
18.1 Bids must be delivered to the office on or before the date and time specified in section II of these Solicitation Documents.

18.2 UNESCO may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 7 of Instructions to Bidders, in which case all rights and obligations of UNESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18.3 Any Bid received by UNESCO after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

19. Modification and Withdrawal of Bids
The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.
E. OPENING AND EVALUATION OF BIDS

20. Opening of Bids
UNESCO will open all Bids after the deadline for submissions and in accordance with the rules and regulations of the organization. The opening of bids may or may not be in public.

21. Clarification of Bids
To assist in the examination, evaluation and comparison of Bids UNESCO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

22. Preliminary Examination
22.1 Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

22.2 UNESCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified in the Bid Data Sheet.

22.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

22.4 A Bid determined as not substantially responsive will be rejected by UNESCO and may not subsequently be made responsive by the Bidder by correction of the non-conformity. UNESCO shall use the criteria as detailed in the Bid Data Sheet (Annex 2) to establish responsiveness.

23. Conversion to Single Currency
To facilitate evaluation and comparison, UNESCO will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

24. Evaluation of Bids
Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
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<tbody>
<tr>
<td>1 Proposed price schedule form (e.g Bills of Quantities, quotation, etc.)</td>
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<tr>
<td>2 Compliance with requirements relating to the Specifications, Scope of Works, Drawings</td>
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<tr>
<td>3 Compliance with start-up, time for Completion deadlines set by UNESCO.</td>
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<td>4 Company’s general and specific experience</td>
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<td>5 Proposed detailed work plan and linked payment schedule</td>
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<tr>
<td>6 Demonstrated technical capacity to perform the required works as per required Technical Proposal documents (key personnel, machinery capacity to implement the works)</td>
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<tr>
<td>7 Demonstrated ability to honor important responsibilities and liabilities allocated to the contractor in this TOR (e.g. quality, insurance coverage, defect liability period etc...)</td>
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</table>

F. AWARD OF CONTRACT

25. Award Criteria
UNESCO will issue the Purchase Order/Contract to the lowest priced technically qualified Bidder. UNESCO reserves the right to accept or reject any Bid, to annul the solicitation process and reject all
Bids at any time prior to award of Purchase Order/Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNESCO’s action.

26. Purchaser’s right to vary requirements at time of award and to negotiate
UNESCO reserves the right at the time of award of contract to vary the quantity of works and services specified in the ITB.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

27. Notification of Award (NOA)
Prior to the expiration of the period of Bid Validity, UNESCO will send the successful Bidder the Contract. The Contract may only be accepted by the Supplier’s signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.

28. Signing of the Purchase Order/Contract
The successful Bidder shall sign the Contract and return it to UNESCO at the earliest convenience but no later than within 7 days after the date of issuance of the Notice of Award (NOA).

29. Performance Security –
The successful Bidder shall provide a Performance Security in the form of a bank guarantee, a sample of which is provided in these Solicitation Documents (Annex XII), within 30 days of receipt of the Purchase Order/Contract from UNESCO.

Failure of the successful Bidder to comply with the requirement of clause 28 or clause 29 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security if any, in which event UNESCO may make the award to the next lowest evaluated Bidder or call for new Bids.

G. OTHER REQUIREMENTS:

30. Time for Completion
The Time for Completion is specified in the BDS. The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by UNESCO.

31. Material, Labour and Facilities
No material, labour or facilities will be furnished by UNESCO or its clients unless specified in the ITB.

H. PAYMENT

32. Time of Payment
Unless otherwise indicated, UNESCO will normally effect payment within 30 days after receipt of a commercial invoice, certification of site works (if applicable) and other supporting documents.

33. Letter of Credit
UNESCO does not accept Letter of Credit terms.

34. Advance Payment
It is not the normal policy of UNESCO to approve advance payments.

35. Currency of Payment
Payment will be made in the currency in which the Contract is issued.
## ANNEX II – Bid Data Sheet

The following specific data shall complement, supplement or amend the provisions in Annex I - Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

| 1. Works (clause 2) | All necessary works relating to  
1. Construction of a Meeting Room with below phases:  
   A. Complete Construction  
   B. Interior Design including furniture  
      Total capacity will be 25 people  
2. Building Maintenance:  
   A. Painting of Full Office (internal and external)  
   B. Repair of Window  
   C. Replacement of Window  
   D. Repair of Door  
   E. Replacement of Door  
   F. Fixation of Electrical wiring for the office  
   G. Cleaning of Basement area  
   H. Partial Refurbishment of dining area |
|---------------------|----------------------------------------------------------------------------------|
| 2. Requests for additional information (clause 7) | All communication must be directed to UNESCO Office Phnom Penh  
Name: Mrs. Nusrat Jahan e-mail: njahan@unesco.org |
| 3. Language of the Bid: (clause 9) | English |
| 4. Documents Comprising the Bid: (clause 10) | The original and copy of the bid shall include the following documentation:  
Annex III. Bid Submission Form;  
Annex V. Bidder Information Form; Experience of the Bidder; Proposed Personnel, List of Equipment  
Annex VIII. Technical Specification  
Annex IX. Drawings  
Annex X. Bid Security |
| 5. Eligibility Criteria (clause 11) | Bidders shall be legally incorporated entities, or groups formed by such joint ventures. All information under this clause shall be submitted by the bidder for its eligibility:  
- Valid registration followed by the Law on Commercial Rules and the Commercial Register Cambodia.  
- Specify the annual financial amount of construction works over the last 2 years  
- list of implemented projects of similar size and nature for the last 2 years, including starting dates and end dates and references of |
| 6. Qualification Criteria (clause 11) | To qualify for award of the contract, bidders shall meet the following **minimum qualifying criteria:** |
|====================================|--------------------------------------------------------------------------------------------------|
| | • Experience as prime contractor in the construction/Maintenance/Interior of at least 5 projects of a nature and complexity equivalent to the Works over the 2 years (to comply with this requirement, works cited should be at least 70 percent complete); |
| | • The bidder shall provide the following personnel throughout the project: |
| | • List type of positions (ex: contract manager – Heritage expert architect or civil engineer, technical personnel) and for each type of position state minimum experience in similar work required if applicable and if necessary the diploma required |
| | • A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification. |
| | • Failure to provide the documents stated under clause 10 and 11.1 may result in disqualification of the bidder. |

<table>
<thead>
<tr>
<th>7. Equipment (clause 11.2 (c))</th>
<th>The essential equipment to be made available for the Contract by the successful Bidder shall be (if applicable):</th>
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<tbody>
<tr>
<td>8. Bid and Contract Currency (clause 13)</td>
<td>US Dollars</td>
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<table>
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<tr>
<th>9. Bid security (clause 15)</th>
<th>The Bid Security will be 10% of bid value</th>
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<tbody>
<tr>
<td></td>
<td>Clearly marked with the Company Name and:</td>
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<td></td>
<td><strong>BID SECURITY, ITB No PNP/20/AF/ITB/02</strong></td>
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<td></td>
<td>The Bid Security shall name UNESCO as the beneficiary and shall be in the form of an irrevocable bank guarantee) issued by a reputable bank or other financial organization and in the form provided in these Solicitation Documents., other formats may be permitted, subject to the prior approval of UNESCO</td>
</tr>
<tr>
<td></td>
<td>The Bid Security shall remain valid for Thirty (30) days beyond the original validity period for the Bid. In the event of bid validity being extended, the bid security shall be extended accordingly.</td>
</tr>
<tr>
<td>10. Sealed Bids to be received at / Bids to be marked (clause 17):</td>
<td>UNESCO Office Phnom Penh #38, Sotheaors Blvd., Sangkat Chey Chumneas, Khan Daun Penh, Phnom Penh</td>
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<tr>
<td><strong>“ATTENTION: Head of Operation”</strong></td>
<td><strong>SEALÉD TENDER -DO NOT OPEN</strong></td>
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<tr>
<td><strong>RENOVATION OF UNESCO OFFICE BUILDING</strong></td>
<td><strong>ITB Ref: PNP/20/AF/ITB/01</strong></td>
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<tr>
<td><strong>NOT TO BE OPENED BY REGISTRY</strong></td>
<td><strong>11. Deadline for Submission of Bids/ late bids:</strong> (clause 18)</td>
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<tr>
<td></td>
<td>Bids submitted by fax or e-mail will <strong>not</strong> be accepted.</td>
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<td></td>
<td>Any bid received by UNESCO after the deadline for submission of bids will be rejected and returned unopened to the Bidder.</td>
</tr>
<tr>
<td><strong>12. Time, date and Place of Bid Opening, (clause 20)</strong></td>
<td>2.00 pm (Cambodia) Time on 17 August 2020 at the office of UNESCO (Cambodia) #38, Sotheaors Blvd., Sangkat Chey Chumneas, Khan Daun Penh, Phnom Penh</td>
</tr>
<tr>
<td><strong>13. Completeness of bids:</strong></td>
<td>[ ] Partial bids permitted.</td>
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<tr>
<td><strong>14. Time for Completion (clause 30)</strong></td>
<td>02 calendar months from the date of notice to proceed which will be issued by the Engineer after contract signature</td>
</tr>
<tr>
<td><strong>15. Site Visit (clause 5)</strong></td>
<td><strong>The site visit is mandatory and will take place in UNESCO Cambodia, #38, Sotheaors Blvd., Sangkat Chey Chumneas, Khan Daun Penh, Phnom Penh</strong></td>
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<tr>
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<td><strong>On 01 August 2020 at 11 am</strong> and will be followed by a clarification meeting providing additional information on the bidding.</td>
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<td></td>
<td>Each bidder shall bear the cost of his site visit and of attending such meeting</td>
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<tr>
<td><strong>16. Alternative Bids</strong></td>
<td>Alternative bids are not acceptable.</td>
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<tr>
<td><strong>17. Optional Condition: Payable bidding documents</strong></td>
<td>N/A</td>
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</tbody>
</table>
ANNEX III – Bid Submission Form

To: UNESCO

(To form an integral part of the Bid Submission)

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the works related to the project of ....... in conformity with the said Solicitation Documents for the sum of [total bid amount in words and figures] as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to execute the Works in accordance with Annex (Scope of Works), Annex (Bill of Quantities), annex (Technical Specifications), annex (Working drawings), Annex (General Terms and Conditions), Annex (Special Contract Conditions) and as further specified in the Solicitation Documents.

Provided that a Purchase Order/Contract is issued by UNESCO within Bid Validity Period, the undersigned hereby offers, subject to the terms of such Contract, and at the price offered, to substantially complete the works within the period of 2 months after commencement.

We understand that you are not bound to accept any Bid you may receive.

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of Bidder:</td>
<td></td>
</tr>
<tr>
<td>Authorised Signature:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; title of Authorised Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX IV - Intention to Bid Form

To be completed and returned within ten (10) working days after date of issuance of the ITB.

By email to UNESCO Focal Point

Attn: Please refer to Section II – Bid Data Sheet

ITB Ref.: PNP/20/AF/ITB/02

[ ] Yes, we intend to submit a bid.

We are sorry to inform you that we are unable to submit a bid in response to the above-mentioned invitation to bid due to the reason(s) listed below:

[ ] The requested products are not within our range of supply
[ ] We are unable to submit a competitive offer for the requested products at the moment
[ ] The requested products are not available at the moment
[ ] We cannot meet the specifications required
[ ] Insufficient time is allowed to prepare a bid
[ ] We cannot meet the delivery requirements
[ ] We cannot adhere to your terms and conditions (please specify which: e.g. payment terms, request for performance bond etc)
[ ] The information provided for bid purposes is insufficient
[ ] We do not export
[ ] Our production capacity is currently full
[ ] We are closed during the holiday season
[ ] We had to give priority to other clients’ requests
[ ] We do not sell directly but through distributors
[ ] We have no after-sales service available in the country of destination
[ ] Others (please specify) .................................................................

If UNESCO has any question about this NO BID, please contact

Mr./Ms. ................................................................. who will be able to assist you.

Name of the Bidder:

Authorised Signature.................................................. Date:
ANNEX V – Bidder Information Form

General Information :

<table>
<thead>
<tr>
<th>Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, Country</td>
</tr>
<tr>
<td>Web Site URL:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Email Address:</td>
</tr>
</tbody>
</table>

Experience of the Bidder :

Bidders should list the works contract which have been awarded and also ongoing contracts as per below:

<table>
<thead>
<tr>
<th>EXECUTED CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ON-GOING CONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>----</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Proposed personnel:

The bidders should provide the names of suitably qualified personnel and the required details relating to the qualifications and experience of each key personnel (as specified in bid data) in charge of the administration and execution of the works in order to meet UNESCO's requirements. (Team Must include heritage expert civil engineer/ Architect who has done Heritage construction and interior in Cambodia)

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Qualification/Years of experience (in general)</th>
<th>Years of experience relating to works in the foreseen position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Template for resume
1. Names
2. Qualifications
3. Other training
4. Professional experience (references)
5. Works related professional experience (references)

List of equipments (if applicable):

The bidders are invited to provide all necessary equipment required to complete the job.

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>Details as to (minimum capacity, power rating, tonnage...) and minimum quantity</th>
<th>State (new, good, poor) and available quantity</th>
<th>Owned, leased (from whom?)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX VI – Scope of Works

1. Scope of Works

The proposed works to be contracted, concentrate on the urgent structural construction and completion of interior for a meeting room with 25 person capacity and building maintenance.

The construction, interior of the meeting room and overall maintenance work is very critical since the building is a heritage building and adjacent to Royal Palace. The construction, interior, paintings, window design must be aligned with original theme of the building and match with the image with the palace.

All works will have to be executed in accordance with the bills of quantities, technical specifications, working drawings and scheduling, as provided in Sections V, VI, VII and VIII of this ITB, to the best construction and restoration standards and under the contractual terms and conditions of UNESCO, as provided in Sections X and XI of this ITB.

In line with the heritage architectural features, the construction, interiors and maintenance works will require the mastering in traditional construction techniques and as much as possible, the use of local materials.

The works will include the following:

1. Construction of a Meeting Room with below phases:
   A. Complete Construction
   B. Interior Design including furniture, total capacity will be 25 people

2. Building Maintenance:
   A. Painting of Full Office (Internal and external)
   B. Repair of Window
   C. Replacement of Window
   D. Repair of Door
   E. Replacement of Door
   F. Fixation of Electrical wiring for the office
   G. Cleaning of Basement area
   H. Partial Refurbishment of dining area
## ANNEX VII – Bill of Quantities

The format shown below may be used in preparing the detailed Bill of Quantities:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference</th>
<th>Brand</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Sub Total in USD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VAT....%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total (including VAT)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX VIII – Technical specifications

Based on Bidder’s mandatory site visit assessment and clarification of requirements, specify in detail the specifications for all the specified works according to the scope of work:
ANNEX IX – Drawings (for the Construction of meeting room)

Based on Bidder’s mandatory site visit assessment and clarification of requirements, provide drawings and design
ANNEX X – Models for Security Forms (if applicable)

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section XII. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Internal Note 10 (IMPORTANT - please delete from the final ITB)
The different forms must be finalized using the official letterhead of the issuing bank. Except for indicated fields, no changes should be made in this template.
To be issued by a Bank with which UNESCO FO or HQ holds its current accounts. Any other guarantor bank, proposed by the successful Bidder, must be separately approved by UNESCO Headquarters. An approval request (detailing the contract references, the proposed guarantor bank’s full official name and address, the guarantee amount (in USD) and the guarantee period) shall be sent to UNESCO at the time of Contract Award.
The bank/successful Bidder providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.

1. BID SECURITY FORM (BANK GUARANTEE)

[the Bank/Bidder shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]

Beneficiary: [Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: [Name and Address of Employer]

Date: ____________________

BID GUARANTEE No.: ____________________

We have been informed that [name of the Bidder] (hereinafter called “the Bidder”) has submitted to you its bid dated (hereinafter called “the Bid”) for the execution of [name of contract] under Invitation for Bids No. [IFB number] (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder or (ii) twenty-eight days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s) of an authorized representative(s) of the Bank]
ANNEX X – General Terms and Conditions for Large Scale Works

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Engineer
6. Contractor’s General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Bid
13. Programme of Work to be furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor’s Superintendence
17. Contractor’s Employees
18. Out
19. Watching and Lighting
20. Care of Works
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor’s Failure to Insure
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference with Traffic and Adjoining Properties
30. Extraordinary Traffic and General Loads
31. Opportunities for Other Contractors
32. Cleanliness of the Site
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress
45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the UNESCO
68. Termination by the UNESCO
69. Termination by the Contractor
70. Rights and Remedies of the UNESCO
71. Settlement of Disputes
72. Privileges and Immunities
73. Child Employment
74. Mines
75. Security
76. Anti-Terrorism

1. DEFINITIONS

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


b) “Contractor” means the person whose Bid has been accepted and with whom the Contract has been entered into.

c) “Engineer” means the person whose services have been engaged by UNESCO to administer the Contract as provided herein, will be notified in writing by the Contractor.

d) “Contract” means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.

e) “The Works” means the works to be executed and completed under the Contract.

f) “Temporary Works” shall include items to be constructed which are not intended to be permanent and form part of the Works.

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

h) “Bill of Quantities” means the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.

i) “Contract Price” means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remeasuring of any defect therein in accordance with the Contract.

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

2. SINGULAR AND PLURAL

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

3. HEADINGS OR NOTES

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

4. LEGAL RELATIONSHIPS

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

5. GENERAL DUTIES/POWERS OF ENGINEER

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

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

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

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

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

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

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

h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent and reasonable intent from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by
the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1 Custody of drawings
The drawings shall remain in the sole custody of the Employer but two (2) copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him.  

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

8.3 Disegregation of Drawings
The Contractor shall give written notice to the Employer whenever planning or progress of the Works is likely to be delayed or things for any reasons fail to be as drawn or specified in the drawings in which case, if such instruction or approval, is issued by the Employer, during a reasonable time. The notice shall include details of drawing or order required and any late and when it is required and of any delay or disruption likely to be suffered if it is delayed.

9. WORK BOOK

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies, and shall keep for the duration of the Works, in the Work Book, drawings, instructions, works, and any records which may be required under the Contract or for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.

10. PERFORMANCE SECURITY

a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall sign a Performance Guarantee on the form and in the form of the performance bond or guarantee which is required by the Employer. The Performance Bond or Guarantee must be issued by an acceptable insurance company or a bonded bank in the form included in Annex 5 to these General Conditions, and must be valid up to thirty days after execution by the Contractor and the receipt of the Certificate of Final Completion. The Performance Bond or Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Employer of the Certificate of Final Completion, provided that the Contractor shall have paid all monies owed to the Employer under the Contract.

b) If the Contractor breaches the Performance Bond or Guarantee is declared invalid or becomes insolvent or in any other way is unable to pay his debts, the Employer has the right to use the funds held as security in accordance with the Contract terms.

11. INSPECTION OF SITE

The Employer shall be entitled to inspect and examine the site and its surroundings and to have satisfied himself before submitting his bid and signing the Contract as to all matters relating to the nature of the work and subject, the nature and design of the site, the state of the Works, and the adequacy of any of the plans or specifications and the reasonableness of the prices charged therefor. The Contractor shall in any event ensure that the Contractor's representatives are given access to the site, and that all work is carried out with due regard to the requirements of the Employer.

12. SUFICIENCY OF BID

The Contractor shall be deemed to have satisfied himself before Bidg to the correctness and sufficiency of his bid for the construction of the Works and of the rates and prices, which rates, labor costs, and the like is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

13. PROGRAMME OF WORK TO BE FURNISHED

Within the time limit specified in the Contract, the Contractor shall submit to the Employer for his consideration a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Programme of Work in the Contractor's opinion best suits the purpose of the Works. The Contractor shall at all reasonable times give the Employer and its agents, and any other person authorized in writing by the Employer, access to the Works to enable the Employer to verify and satisfy himself of the progress of the Works. The Employer reserves the right to carry out the works in a different manner from that proposed by the Contractor or to vary the programme at any time during the progress of the Works, and the Contractor shall carry out the works in accordance with the directions of the Employer. The Contractor shall provide his own resources to carry out the works, and shall not charge any additional costs to the Employer for any changes or variations to the programme.

14. WEEKLY SITE MEETING

A weekly site meeting shall be held between the Employer, the Contractor, and any other person authorized in writing by the Employer. The site meeting shall be held for the purpose of discussing the progress of the Works, any problems or difficulties that may arise, and any changes or variations to the programme. The Contractor shall be responsible for ensuring that all work is carried out in accordance with the programme and that the works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

a) The Contractor shall provide notices of any changes or variations to the Works, and any such changes or variations shall be in writing and signed by the Employer.

b) The Contractor's SUPERINTENDENT shall be responsible for the construction of the Works and shall ensure that all works are carried out in accordance with the programme and the instructions given by the Employer. The Contractor shall provide the Employer with regular reports on the progress of the Works and any changes or variations to the programme.

16. CONTRACTOR'S SUPERINTENDENT

The Contractor shall provide a representative to be responsible for the execution of the Works and to act as the Engineer's representative. The representative shall be responsible for the inspection and approval of all work carried out by the Contractor and for the issue of instructions to the Contractor, in accordance with the Contract. The representative shall also be responsible for the supervision of the Works and for ensuring that the works are carried out in accordance with the programme and the instructions given by the Employer.
Contractor's obligations under the Contract. The Contractor or a component and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be held harmless against and indemnify the Employer for any claim or damage, liability, costs, or expenses in connection with gross negligence or willful misconduct of the Contractor or its agents, employees, or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices.

23. LIABILITY INSURANCE
23.1 Obligation to take out Liability Insurance
Before commencing the execution of the Work, but without limiting its obligations and responsibility under Clause 20 hereof, the Contractor shall issue against his liability for any death, material or physical damage, loss or injury which may occur to any person, resulting from the Employer or any person, including any employee of the Employer or by arising out of the execution of the Work or arising out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

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

23.3 Provision to Indemnify Employer
The insurance policy shall provide that, while present in or about the Work, the Employer shall be indemnified by the Contractor against any loss or damage to the Employer's property resulting from any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and all costs, charges and expenses incurred in respect thereof.

24. ACCIDENT OR INJURY TO WORKMEN
Any accident or injury to any Workman or other person shall be dealt with in accordance with local laws and regulations. The Employer shall not be liable for any accident or injury to the Workman, except as and to the extent provided for herein or in any such accident or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall, immediately, but without prejudice to his obligations under Clause 67 hereof, undertake to indemnify and hold harmless the Employer against all such damages and compensation, saving and except as aforesaid, and upon all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE
If the Contractor shall fail to do and keep in force any of the insurances referred to in Clauses 21, 22 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as against any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.
(a) The Contractor shall give all notices and pay all fees and charges required to be given by any national or State Statutes, Ordinances, Laws, Regulations, or by any local or other authority which may be applicable to the Work and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, by-laws or requirements of any such local or other authority which may be applicable to the Work and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, by-laws or requirements of any such local or other authority.

27. DISCOVERIES
All fossils, caves, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Work shall be the property of the Employer and the Contractor shall do all things necessary to safeguard the same and to ensure that such discovery shall not prejudice the work of the Contractor, but the Contractor shall in every such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as against any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES
(a) The Contractor shall hold harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any plant, equipment, machines, work or material used or for in connection with the Work or in connection with the Work, or by reason of any pursuit of the Work or in connection with any proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Employer.

29. INTERFERENCE WITH TRAFFIC AND ADJACENT PROPERTIES
The Employer shall not be liable for any cost, expense or damage to public highways, roads or other property occasioned by the Employer or any person acting on his behalf in carrying out or in consequence of any work, act, procedure, operation or thing done by the Employer or any person acting on his behalf, except in the case of damage to highways, roads or other property occasioned by the Employer or any person acting on his behalf in carrying out or in consequence of any work, act, procedure, operation or thing done by the Employer or any person acting on his behalf.
30. EXTRAORDINARY TRAFFIC AND GENERAL LOADS

a) The Contractor shall use every reasonable means to prevent any of the roads or bridges necessary to the works from being damaged by any traffic of the Contractor or any of his sub-contractors, and, in particular, shall select routes, choose and use vehicles and resist and distribute loads so that any such extraordinary traffic as will inevitably arise from the works and in connection herewith to the Site shall be limited as far as reasonably possible, so that no unnecessary damage may be occasioned to such roads and bridges.

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

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their agents and the women of the Contractor and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. It is the desire of the Employer as an encouragement to the Contractor not to charge direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Engineer.

32. CLEANLINESS OF THE SITE

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

34.1 Engagement of Labour

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

34.2 Supply of Water

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

34.3 Alcoholic Drinks or Drugs

The Contractor shall comply with Government laws and regulations and orders in force in regards to the manufacture, sale and disbursement of alcoholic drinks and other such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

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

34.5 Holiday and Religious Customs

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

34.6 Epidemics

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

34.7 Disorderly Conduct, etc.

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

34.8 Observance by Sub-Contractors

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

34.9 Legislation applicable to Labour

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

35. RETURNS OF LABOUR, PLANT, ETC.

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

36. MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer’s instructions and as the Engineer may prescribe from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour, materials and workmanship as are normally required for examining, measuring and testing any work and the quantity, weight or quality of any materials or workmanship shall supply samples of materials or work or for incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.

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

36.2 Cost of Samples

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

36.3 Cost of Tests

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

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

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

37. ACCESS TO SITE

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

38. EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed therein. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Contractor shall not remove unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend to the purpose of examining and measuring such work or of examining such foundations.

39. REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Employer’s power to order removal

The Contractor shall during the progress of the Works have power to order the work, and the Contractor shall execute at cost and expense the following operations:

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

b) The substitution of proper and suitable materials;

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

39.2 Default of Contractor in carrying out Employer’s Instructions

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

40. SUSPENSION OF WORK

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

41. POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the written order of the Contractor commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 heretofore and otherwise in accordance with such reasonable proposals of the Contractor as he shall make to the Employer by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or provisions, as the case may be.

41.2 Wayleaves, etc.

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

41.3 Limits of the Site

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

42. TIME FOR COMPLETION

a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the Works shall be completed, in accordance with the provisions of Clause 48 and 47 hereof, within the time stated in the Contract.

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

43. EXTENSION OF TIME FOR COMPLETION

If subject to the provisions of the Contract, the Contractor orders alterations or additions in the Works in accordance with Clause 48 hereof, or in circumstances constituting force majeure as defined in the
the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, extend the time for the completion of any such extension of time sought in the case of alteration, additions or any other matters as may be required by the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

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

45. LIQUIDATED DAMAGES FOR DELAY
a) If the Contractor fails to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or serve of any claim or, or proof of damages, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part of Section of the Works, the liquidated damages in respect of the delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of any other provisions in the Contract, be reduced in the proportion which the value of the part of the Work so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

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

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

a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works.
b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for its occupation or use.

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

47. DEFECTS LIABILITY
47.1 Defects Liability Period
The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedy of Defects
During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, replacement, reconstruction, augmentation, removal, rectification, improvement, strengthening or other works as may be required by the Contractor in writing by the Employer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of Work of Repair, etc.
All such outstanding work shall be carried out by the Contractor at its own expense if the Contractor is not in receipt of an Extension thereof shall, in the opinion of the Engineer, be due to the use of material or workmanship not in accordance with the Contract or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract.

47.4 Remedies on Contractor's Failure to Carry Out Work Required
If the Contractor fails to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be demanded by the Employer from any monies due or which may become due to the Contractor.

47.5 Certificate of Final Completion
Upon satisfactory completion of the work outstanding on the Works, the Employer shall within twenty-eight (28) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Completion Certificate shall be a document, provision for the purposes of the Contract which remain unexpired, and the Settlement of Disputes provision in the Contract shall remain in force as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48. ALTERATIONS, ADDITIONS AND OMISSIONS
48.1 Variations
The Employer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

(a) increase or decrease the quantity of any work under the Contract;
(b) omit any such work;
(c) change the character or quality or kind of any such work;
(d) change the levels, lines, positions and dimensions of any part of the Works;
(e) substitute work of any kind, the execution of which is required for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

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

48.3 Orders for Variations to be in Writing
No variations shall be made by the Contractor without an order in writing from the Employer. Variations requiring the written approval of the Employer under paragraph (2) of this Sub-Clause shall be made by the Contractor only upon written order from the Employer. The Contractor shall forward to the Employer a copy of such variation certificate, provision for the purposes of the Contract which remain unexpired, and the Settlement of Disputes provision in the Contract shall remain in force as long as is necessary to dispose of any outstanding matters or issues between the Parties.

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

49. PLANT, TEMPORARY WORKS AND MATERIALS
49.1 Plant, etc., Exclusive Use for the Works
All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when on the Site, be regarded as belonging to the Employer and completed and delivered from the Site and the Contractor shall not remove the same or any part thereof (save for the purpose of removing it from one part of the Site to another) without the consent of writing in the Engineer which shall not be unreasonably withheld.

49.2 Removal of Plant, etc.
Upon completion of the Works the Contractor shall remove from the Site all, said Constructional Plant and Temporary Works remaining therein and any unused materials provided by the Contractor shall be disposed of in a location approved by the local authorities.

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

49.4 Ownership of paid material and work
All material and work covered by payments made by the Employer to the Contractor shall become the sole property of the Employer. The Employer but this provision will not be construed as retaining the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the settlement of all the terms of the Contract.
49.5 Equipment and supplies furnished by Employer

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

56. APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51. MEASUREMENT OF WORKS

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

52. LIABILITY OF THE PARTIES

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

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

52.3 Unforeseeable Obligations

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

52.4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of three years after issuance of the Certificate shall forthwith attend on the work and perform all or such work as the Engineer, in his absolute discretion, deems necessary and appropriate, under any such provision or requirement of the Certificate of Final Completion.

53. AUTHORITIES

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

(a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
(b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract according to the inspection committee of his creditors;
(c) If the Contractor withdraws from the Works and assigns the Contract to others in whole or in part without the Employer's prior written approval;
(d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which the opinion of the Engineer will not enable him to meet the target completion date for the Works set forth in the Contract;
(e) If the Contractor suspends the progress of the Works without cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
(f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being noticed to do so in writing;
(g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
(h) If the Contractor gives or promises to give a prospect or loan or reward to any employee of the Employer or of the Engineer;

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

53.2 Evaluation after Re-entry

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

53.3 Payment after Re-entry

If the Employer shall enter and inspect the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and his amount certified by the Engineer.

The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him prior to the necessary evaluation by him of the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess.

The Employer in such case may recover from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54. URGENT REPAIRS

If by reason of any accident or failure of other event occurring to, in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall be in the opinion of the Engineer urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Engineer may consider necessary. If the work or repair to be done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in doing such work shall be paid to the Contractor.

55. INCREASE AND DECREASE OF COSTS

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

56. TAXATION

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

57. BLASTING

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

58. MACHINERY

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

59. TEMPORARY WORKS AND RENOSTATION

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

66. PHOTOGRAPHY AND ADVERTISING

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

61. PREVENTION OF CORRUPTION

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

62. DATE FALLING ON HOLIDAY

Revised: June 2017 BFМ/FPC
69. TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by the UNESCO of the Contract or in any other situation in which the Contractor reasonably considers to entitle him to terminate his performances of the Contract, the Contractor shall promptly give written notice to the UNESCO detailing the nature and the circumstances of the breach or other situation. Upon receipt of such notice, the Contractor may terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter or the Engineer in accordance with Clause 71 of these General Conditions. Upon termination of this Contract under this Clause the provisions of paragraph (b) of Clause 68 hereof shall apply.

70. RIGHTS AND REMEDIES OF THE UNESCO

Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNESCO. The UNESCO shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

71. SETTLEMENT OF DISPUTES

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

71.1 Notification

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

71.2 Consultation

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

71.3 Conciliation

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

71.4 Arbitration

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

72. PRIVILEGES AND IMMUNITIES

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

72. CHILD EMPLOYMENT

The Contractor represents and warrants that neither it, nor any of its suppliers 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 interfere with the child's education, or be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

74. MINES

The Contractor represents and warrants that neither it nor any of its suppliers are actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

75. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor. The Contractor shall put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided.

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

76. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions Lists, including the UN Security Council Resolution 1267 (1999). The list can be accessed via https://www.un.org/sanctions/unesco/unesco_consolidated_sanctions.pdf. The provision must be included in all sub-contracts or sub-agreements entered into under this Contract.
ANNEX XI – Special Contract Conditions

The following Special Conditions shall complement, supplement, or amend Section VIII - General Terms and Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

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