



Invitation to Bid

ITB/UNODC/KGZ/T90_001_2012 Construction and renovation works in the colonies #1,8,16,47

Dear Sir/Madam,

Subject: Construction and renovation works in the colonies #1,8,16,47

1. We hereby solicit your bid for the construction and renovation works:

LOT 1.	Correctional colony № 1 in village Moldovanovka, Alamudun district of Chui region, Kyrgyz Republic <ul style="list-style-type: none">• <i>Construction of the bath and laundry facility;</i>• <i>Major repair of water supply systems;</i>• <i>Rehabilitation of water well;</i>
LOT 2.	Correctional colony № 8 in village Petrovka, Moscovski district of Chui region, Kyrgyz Republic <ul style="list-style-type: none">• <i>Reconstruction and major repairs of bath and laundry facility;</i>• <i>Major repair of water supply systems;</i>• <i>Rehabilitation of water well;</i>• <i>Construction of a two-compartment septic tank</i>
LOT 3.	Correctional colony № 16 in village Belovodskoye, Moscovski district of Chui oblast, Kyrgyz Republic <ul style="list-style-type: none">• <i>Reconstruction and major repairs of bath and laundry facility;</i>• <i>Major repair of water supply systems;</i>• <i>Rehabilitation of water well;</i>• <i>Construction of a two-compartment septic tank;</i>
LOT 4.	Correctional colony № 47 in Bishkek, Kyrgyz Republic <ul style="list-style-type: none">• <i>Reconstruction and major repairs of bath and laundry facility;</i>• <i>Major repair of water supply systems;</i>• <i>Major repair of sewage system;</i>• <i>Major repair of heating system of the domestic building (four-story building);</i>

2. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders	Page 4
Annex II.	Bid Data Sheet	Page 11
Annex III.	General Conditions of Contract for Civil Works	Page 12
Annex IV.	Model Works Contract and Special Conditions	Page 40
Annex V.	Administrative, Technical and Financial Information Formats	Page 45
Annex VI.	Technical Specifications	Page 53
Annex VII.	Bid Submission Form	Page 71
Annex VIII.	Bills of Quantities	Page 72
Annex VIII A.	Bid Price	Page 73
Annex IX.	Design Documentation/Drawings	Page 74
Annex X.	Bid Security Form	Page 75
Annex XI.	Performance Security Form	Page 76

3. Interested Bidders may obtain further information at the following address:

Contact Person:	Mr. Kuban Ismailov
Name of Organization:	UNODC Programme Office in Kyrgyzstan
Address:	26-1 Kerimbekov str., 720017, Bishkek, Kyrgyz Republic
Telephone & Fax:	Tel: (+996 312) 32 17 32; Fax: (+996 312) 32 18 93;
E-Mail:	procurement.kg@unodc.org

4. Bids must be delivered to the below specified address on or before **14 March 2012, but not later than 13.00 (Bishkek time)** in a sealed envelope with noted Lot No and marked with:

**“To the tender: ITB/UNODC/KGZT90_001_2012.
Do not open before 14 March 2012, 13:00 (Bishkek time)”.**

Name of Company:	UNODC Programme Office in Kyrgyzstan
Street Address:	26-1 Kerimbekov str.
Zip code:	720017
City:	Bishkek
Country:	Kyrgyz Republic
Attention:	Mr. Kuban Ismailov

5. The Solicitation Documents can be obtained between 9:30 and 17:00 hrs at the following address by a company representative or received electronically upon request to procurement.kg@unodc.org.

6. Late bids shall be rejected. Bids sent by e-mail or fax will not be accepted.

7. The bids shall be opened at UNODC Programme Office in Kyrgyzstan, at the address 26-1 Kerimbekov str., 720017, Bishkek, Kyrgyz Republic in the presence of Bidders’ representatives **at 15:00 hrs on 14 March 2012.**

8. First Clarification Meeting/Pre-Bid Conference will be held by UNODC and State Service of Execution of Punishment (GSIN) of the Kyrgyz Republic, at the address: 106 Ibraimov str., 720021, Bishkek, Kyrgyz Republic, building of GSIN, **at 10:00 hrs on 14 February 2012.**

Second Clarification Meeting/Pre-Bid Conference will be held by UNODC and State Service of Execution of Punishment (GSIN) of the Kyrgyz Republic, at the address: 106, Ibraimov str., 720021, Bishkek, Kyrgyz Republic, building of GSIN, **at 10:00 hrs on 06 March 2012.**

Site visits to the colonies #1,8,16,47 will be arranged by UNODC and GSIN accordingly. The schedule of visits and registration of participants will be identified and confirmed during the First Clarification Meeting/Pre-Bid Conference **at 10:00 hrs on 14 February 2012.**

9. The prices shall be quoted in US Dollars (\$).
10. Offers can be submitted for one lot only, several lots or all four lots. Incomplete offers per lot will be rejected.
11. Bids will be opened in the presence of Bidders' Representatives, who wish to attend at the address, date and time indicated in the Bidding Documents.
12. This letter is not to be construed in any way as an offer to contract with your company.

Sincerely,

Date: _____

INSTRUCTIONS TO BIDDERS

A. Introduction

- 1. General:** The UNODC Programme Office in Kyrgyzstan on the framework of the European Union and UNODC Project “Support to Prison Reform in the Kyrgyz Republic” invites Bids for the implementation of renovation and construction works on the following four lots:

LOT 1. Correctional colony № 1 in village Moldovanovka, Alamudun district of Chui region, Kyrgyz Republic;

LOT 2. Correctional colony № 8 in village Petrovka, Moscovski district of Chui region, Kyrgyz Republic;

LOT 3. Correctional colony № 16 in village Belovodskoye, Moscovski district of Chui oblast, Kyrgyz Republic;

LOT 4. Correctional colony № 47 in Bishkek, Kyrgyz Republic

- 1.1. **The European Union and UNODC project Support to Prison Reform in the Kyrgyz Republic** aims to assist the implementation of the Rule of Law in the Kyrgyz Republic. This project has adopted a comprehensive approach, conducted within an overall strategic programme which serves as the basis for the sustainable management of the Kyrgyz Republic’s prison service. This approach involves the development of the policies, strategies and planning capacities used in the prison service. This development will allow the broad objectives currently used by the service to be transformed into action plans and targeted, high-quality training, enabling the service’s current personnel to implement plans despite staff shortages and financial constraints. The comprehensive approach also recognizes the need to reduce and stabilize the size of the prison population, in order to improve prison conditions, social reintegration prospects for prisoners, and the health of both staff members and prisoners. It will also establish a strategy and programme designed to generate much needed additional funds for the prison service.

The project is made up of the following mutually reinforcing key components:

(a) Reforming the legal/normative basis for prison reform and the development of imprisonment alternatives, with a focus on establishing the provisions for the application of a new, humanized criminal legislation.

(b) Developing policy and strategy in relation to prison reform.

(c) Building the management capacity of the prison service through means of training, training of trainers, the development of a training curriculum and the provision of support to the training centre of the State Service on Execution of Punishment (GSIN).

(d) Developing policy and programmes designed to generate additional income for the prison service, in turn improving the social reintegration prospects of prisoners in pilot prison colonies.

(e) Improving infrastructural conditions in selected prisons, with a focus on sanitary infrastructure and facilities. This will directly improve health standards in prisons, thereby promoting a healthier living and working environment for prisoners and staff. This improved environment will contribute to the prevention of disease.

- 1.2. In submitting a bid, the Bidder accepts in full and without restriction the Special and General conditions governing this contract as the sole basis of this bidding procedure. Also, in submitting a bid, the Bidder accepts any outcome of this bidding procedure. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these Solicitation Documents.

Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

- 1.3. The Bidder shall offer for all the quantities indicated in the Bill of Quantities of the respective lot. Under no circumstances bids for part of the quantities required will be taken into consideration.

2. Eligible Bidders:

- 2.1 Bid Participation in this procedure is open on equal terms to Kyrgyz and foreign legal entities.
 - 2.2 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 UNDP to provide consulting services for the preparation of the design documentation, and other documents to be used for the procurement of works to be provided under this Invitation to Bid.
 - 2.3 Bidders shall not be considered eligible and will be excluded from participation in and the award of contracts if:
 - 2.3.1 They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 2.4 The upper limit authorised for subcontracting is 35% of the value of the proposal. The Bidder shall carry out at least 65% of the Contract Works by its own means. The work intended to be sub-contracted and the sub-contractors should be stated in the Offer (as per Item 5.4.2.3. of Annex V of these Solicitation Documents).
- 3. Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

- 4. 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.
- 5. Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNODC in writing to the following address: 26-1 Kerimbekov str., 720017, Bishkek, Kyrgyz Republic, UNODC Programme Office, as well as by e-mail at: procurement.kg@unodc.org. UNODC will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than five days prior to the deadline for the submission of Bids. Clarification Meetings/Pre-Bid Conferences will be held by UNODC and GSIN as per Item 8 of the Invitation to Bid letter.
- 6. Amendments of Solicitation Documents:** No later than five days prior to the Deadline for Submission of Bids, the UNDP 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 UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNDP shall be written **in the English or Russian languages** as indicated on the Annex II - Bid Data Sheet.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- a) Bid Submission form – as per Annex VII;
- b) Bid Data Sheet – as per Annex II;
- c) Documents Establishing Bidder's Eligibility and Qualifications - in accordance with Clause 9 below in these Instructions to Bidders;
- d) Bill of Quantities and Prices completed in conformity with the Technical Specifications (Annex VI), Design documentation/ Drawings for the respective lot (Annex IX), Clause 11 of these Instructions. The Bill of Quantities and Prices for the respective lot should be submitted both ON PAPER AND ELECTRONIC MEDIA as per Annex VIII.
- e) Bid Security Form (in the amount of two percent (2 %) of the Offer Value) – should be submitted as per Annex X.

The documents comprising the bid should strictly follow the order established above.

9. Documents Establishing Bidder's Eligibility and Qualifications:

9.1. Administrative and financial information

- 9.1.1. General information about the Bidder – should be submitted as per Annex V – 5.1.;
- 9.1.2. Copy of a Certificate of registration issued by the Kyrgyz Republic authorities;
- 9.1.3. Relevant valid license for civil works with 1st, 2nd or 3rd level of responsibility including all related types works in accordance with Regulations on State Standards for Architecture and Constructions in the Kyrgyz Republic;
- 9.1.4. Power of Attorney – should be submitted as per Annex V – 5.2.
- 9.1.5. A reference/certificate about the financial status issued by a bank/financial institution and certifying the Company's financial status and/or its access to credit facilities. Minimum operating funds available to the Company should not be less than USD 25,000. The original document must be issued no earlier than 30 (thirty) days before the date of the bid announcement.
- 9.1.6. A positive Annual Balance Sheet and Profit and Loss Account for the three previous years (2008, 2009, and 2010) should be submitted. Aggregate turnover for the last 3 years (2008, 2009 and 2010) should be submitted – minimum USD 50,000. Copies should be certified by the Bidder;
- 9.1.7. Financial Identification Form – should be submitted as per Annex V – 5.3.
- 9.1.8. Documents issued by the respective competent authorities certifying that the bidder does not have any current outstanding financial and other obligations to the Tax and other relevant authorities;
- 9.1.9. Calendar Work Plan should indicate payment instalments (up to five instalments), in USD, as per Annex V – 5.4.2.2.

9.2. Technical information

- 9.2.1. Overview of the Bidder's personnel to be involved in the execution of the contract – should be submitted as per Annex V – 5.4.1. Minimum 10 staff members including management, engineers and workers. Together with the completed form Annex V – 5.4.1. the Bidder should also submit CVs of key personnel, photocopies of relevant diplomas of the engineers, certificates, references for the responsible personnel and individual specialists, etc. as proof of their experience and qualifications. Photocopies of CVs, relevant certificates and references for at least four specialists (specialist on building and assembly jobs; specialist on water supply and sewage system; specialist on heating and ventilation system; specialist on electric supply) should be submitted;
- 9.2.2. A Calendar Work Plan with brief descriptions of major activities, showing the sequence and proposed timetable for the execution of the works. The Bidder must also submit a comprehensive statement of the method and sequence of implementation in accordance with the technology proposed, showing the methods by which it proposes to carry out the works. The document should be submitted as per Annex V - 5.4.2.
- 9.2.3. Company's relevant reference list - list of completed projects and list of contact persons of clients, it should be minimum 3 projects of similar size and nature in the last 3 years including value in USD and contact person as per Annex V - 5.4.3.
- 9.2.4. List of vehicles, machinery and equipment necessary for proper implementation of the planned works as per Annex V - 5.4.4. Minimum available machinery for proper implementation of the planned works should include truck, tractor, truck crane, excavator, and driller.

10. Bid Currencies/Bid Prices: All prices shall be quoted in United States Dollars (USD), including relevant taxes and duties. The Bidder shall indicate on the Bill of Quantities the unit prices and total Bid Price of the works it proposes to execute under the contract.

11. Period of Validity of Bids: Bids shall remain valid for 120 days after the date of Bid Submission prescribed by UNDP pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to Clause 19 of Instructions to Bidders. In exceptional circumstances, UNDP 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.

12. Bid Security:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to UNDP in the amount of two percent (2 %) of the Offer Value.
- (b) of the Offer Value.
- (c) The Bid Security is to protect UNDP against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 12(g) below.
- (d) The Bid Security shall be in USD and shall be in the form provided in these Solicitation Documents which can be submitted by a Bank guarantee, issued by a relevant bank as per the form provided in Annex X.
- (e) Any Bid not secured in accordance with Clauses 12 a) and 12 c) above will be rejected by UNDP as non-responsive pursuant to clause 19 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 UNDP pursuant to clause 11 of Instructions to Bidders.
- (g) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 22 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 23 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,
- 2) In the case of a successful Bidder, if the Bidder fails:
 - to sign the Contract in accordance with Clause 22 of Instructions to Bidders, or,
 - to furnish Performance Security in accordance with Clause 23 of Instructions to Bidders.

D. Submission of Bids

13. Format and Signing of Bid: 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 authorized 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.

14. Sealing and Marking of Bids:

14.1. The Bidder shall seal the original and each 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.

14.2. The inner and outer envelopes shall:

- (a) be addressed to UNODC at the address given in Item 4 of the Invitation to Bid; and
- (b) make reference to the “subject” indicated in the Invitation to Bid and the No of the respective Lot, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in Item 7 of the Invitation to Bid pursuant to clause 16 of Instructions to Bidders.

14.3. The inner and outer envelopes shall also indicate the name and address of the Bidder.

14.4. If the outer envelope is not sealed and marked as required by clause 14.2 of Instructions to Bidders, UNDP will assume no responsibility for the Bid’s misplacement or premature opening.

15. Deadline for Submission of Bids/Late Bids:

15.1. Bids must be delivered to the office on or before the date and time specified in Item 4 of the Invitation to Bid.

15.2. UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with Clause 6 of Instructions to Bidders, in which case all rights and obligations of UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

16. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by UNDP 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

17. Opening of Bids:

17.1. UNDP will open all Bids in the presence of Bidders’ Representatives who chose to attend on 14 March 2012 at 15:00 hrs at the following address: 26-1 Kerimbekov str., 720017, Bishkek, Kyrgyz Republic, UNODC Programme Office. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.

17.2. The bidders’ names, Bid Modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 15 of Instructions to Bidders.

17.3. Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

17.4. The Purchaser will prepare minutes of the Bid Opening.

18. Clarification of Bids:

18.1. To assist in the examination, evaluation and comparison of Bids the procuring UNDP 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.

19. Preliminary Examination:

19.1. Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Bid to the Invitation to Bid. A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

19.2. UNDP 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**.

19.3. 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.

19.4. A Bid determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

Evaluation Criteria	
1.1.	Compliance with pricing conditions set in the ITB.

1.2.	Compliance with the administrative, financial and technical requirements of the Solicitation Documents.
1.3.	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4.	Compliance with start-up, delivery or installation deadlines set by UNDP.
1.5.	Demonstrated ability to honour important responsibilities and liabilities allocated to Contractor in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).

F. Award of Contract

- 21. Award Criteria:** UNDP will issue the Contract to the lowest priced technically qualified Bidder of the respective lot, as per clauses 2, 9, 10 and 21 of these Instructions to Bidders.

UNDP 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 Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNDP action.

- 22. Signing of the Contract:** Within 5 days of receipt of the Contract for the implementation of the renovation works for the respective lot, the successful Bidder shall sign, date and return it to UNDP. The Successful Bidder shall provide also:
- A Performance Security as stated in the Clause 23 below;
- 23. Performance Security:** The successful Bidder shall submit to UNDP the Performance Security in the form of a Bank Guarantee (Annex XI) in the amount of 10% of the total value of the Contract, within 14 days of receipt of the Contract from UNDP.

Failure of the successful Bidder to comply with the requirement of Clause 22 or Clause 23 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.

G. Cancellation of the bidding procedure

- 24. Grounds for Cancellation:**

Cancellation of the Bidding procedure may occur when, for the respective lot:

- The bidding procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or force majeure render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available.

- 25. Notification of Cancellation:** In the event of cancellation of the Bidding procedure, Bidders will be notified of the cancellation by UNDP. If the Bidding procedure is cancelled before the outer envelope of any Bid has been opened, the unopened and sealed envelopes will be returned to the Bidders. In no event shall UNDP be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a Bidding procedure even if UNDP has been advised of the possibility of damages. The publication of a procurement notice does not commit UNDP to implement the programme or project announced.

26. **Vendor Protest:** Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

Annex II.

BID DATA SHEET

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid:	English or Russian
Bid Price:	The prices shall be quoted in US dollars including respective taxes and duties.
Place of delivery:	Lot 1. Correctional colony № 1 in village Moldovanovka, Alamudun district of Chui region, Kyrgyz Republic; Lot 2. Correctional colony № 8 in village Petrovka, Moscovski district of Chui region, Kyrgyz Republic; Lot 3. Correctional colony № 16 in village Belovodskoye, Moscovski district of Chui oblast, Kyrgyz Republic; Lot 4. Correctional colony № 47 in Bishkek, Kyrgyz Republic;
Documents Establishing Bidder's Eligibility & Qualifications:	Required
Bid Validity Period:	120 Days
Bid Security:	Required in accordance with article 14 of the Instructions to Bidders
Preliminary Examination – completeness of bid:	Offers can be submitted for one lot only, several lots or all four lots. Partial bids not permitted. Bidders are allowed to submit a proposal for the full scope

	of the contract.
Delivery terms	Eight months for each individual and ten months general deadline for all lots.

Annex III.

General Conditions of Contract for Civil 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 Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference with Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
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 UNDP
68. Termination by UNDP
69. Termination by the Contractor
70. Rights and Remedies of UNDP
71. Settlement of Disputes
72. Privileges and Immunities

1. DEFINITIONS

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

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- 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 thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- 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 remedying of any defects 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, s/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 forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.

- 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 Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- 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 other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance there under by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1. Obligation to Perform in Accordance with Contract

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

6.2 Responsibility for Site Operations

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

6.3. Responsibility for Employees

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

6.4. Source of Instructions

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

6.5. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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

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

6.7. Confidential Nature of Documents

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

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

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

7.2. Subcontracting

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

7.3. Assignment of Subcontractor's Obligations

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

8. DRAWINGS

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. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

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 Engineer and by any other person authorized in writing by the Engineer.

8.3. Disruption of Progress

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

9. WORK BOOK

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

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

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

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

10. PERFORMANCE SECURITY

- a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.
- b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Engineer of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.
- c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological

and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

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

13. PROGRAMME OF WORK TO BE FURNISHED

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

14. WEEKLY SITE MEETING

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

15. CHANGE ORDERS

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

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

by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR'S EMPLOYEES

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
 - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
 - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

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

19. WATCHING AND LIGHTING

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

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any

Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

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

21. INSURANCE OF WORKS, ETC.

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

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;
- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

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

22. DAMAGE TO PERSONS AND PROPERTY

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

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

- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

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

23.3. Provision to Indemnify Employer

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

24. ACCIDENT OR INJURY TO WORKMEN

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

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

to produce to the Engineer when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

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

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

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

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere

unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.
- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

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

32. CONTRACTOR TO KEEP SITE CLEAN

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

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 Engineer 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 as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

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 holiday, 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 the 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 unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighbourhood 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 legislation and regulation with regard to labour.

35. RETURNS OF LABOUR, PLANT, ETC.

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

36. MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

- a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer. All testing equipment and instruments provided by the Contractor shall be used only by the Engineer or by the Contractor in accordance with the instructions of the Engineer.
- b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Engineer, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

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 Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

36.3 Cost of Tests

The Contractor shall bear the costs of any of 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 whence materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

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

39 REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

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

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

39.2 Default of Contractor in carrying out Engineer's Instructions

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

40 SUSPENSION OF WORK

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

41 POSSESSION OF SITE

41.1 Access to Site

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

41.2 Wayleaves, etc.

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

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

supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
- 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 Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the

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

45 LIQUIDATED DAMAGES FOR DELAY

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice

or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

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

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

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

46.2 Substantial Completion of Sections or Parts of the Works

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

- a) 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 his occupation or use.

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

47 DEFECTS LIABILITY

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 Remedying of Defects

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

47.3 Cost of Execution of Work of Repair, etc.

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

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

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

47.5 Certificate of Final Completion

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

48 ALTERATIONS, ADDITIONS AND OMISSIONS

48.1 Variations

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

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

48.2 Variations Increasing Cost of Contract or altering the Works.

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

48.3 Orders for Variations to be in Writing

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

48.4 Valuation of Variations

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

49 PLANT, TEMPORARY WORKS AND MATERIALS

49.1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld.

49.2 Removal of Plant, etc.

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

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

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51 MEASUREMENT OF WORKS

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

52 LIABILITY OF THE PARTIES

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

52.3 Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the

purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

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 ten years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

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

- (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 under an inspection committee of his creditors;
- (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
- (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
- (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
- (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 notified 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 present or loan or reward to any employee of the Employer or of the Engineer.

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

53.2 Evaluation after Re-entry

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

53.3 Payment after Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him,, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54 URGENT REPAIRS

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

55 INCREASE AND DECREASE OF COSTS

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

56 TAXATION

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

57 BLASTING

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

58 MACHINERY

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

59 TEMPORARY WORKS AND REINSTATEMENT

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

60 PHOTOGRAPHS AND ADVERTISING

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

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf

whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

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

63 NOTICES

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

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

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

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

64 LANGUAGE, WEIGHTS AND MEASURES

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

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

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

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

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

66 FORCE MAJEURE

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

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

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to UNDP of the occurrence of the force majeure submit a statement to UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;
- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (e) For the purpose of the preceding sub-paragraph, UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67 SUSPENSION BY UNDP

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

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

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

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

68 TERMINATION BY UNDP

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

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

69 TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by UNDP of the existence of such breach and UNDP'/UNODC' inability to remedy it, or upon failure of UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

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

70 RIGHTS AND REMEDIES OF UNDP

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

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

71 SETTLEMENT OF DISPUTES

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

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 seven (7) 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 arbitration award rendered in accordance with such arbitration as the final adjudication of any such controversy or claim.

72 PRIVILEGES AND IMMUNITIES

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



MODEL CONTRACT FOR WORKS No...

MEMORANDUM OF CONTRACT MADE this day of 2012 between the United Nations Development Programme (hereinafter referred to as “UNDP”), represented by the Regional Representative, ..., whose address is 160, Chuy avenue, Bishkek, Kyrgyz Republic and, represented by (hereinafter referred to as “the Contractor”), whose address is: phone:

WHEREAS UNDP wishes to engage the Contractor, duly incorporated under the Laws of the Kyrgyz Republic in order to perform (hereinafter referred to as the "Works"), in connection with UNDP project KGZT90 “Support to Prison Reform in the Kyrgyz Republic” (hereinafter referred to as the “Project”), pursuant to the Project Document between the State Service on Execution of Punishment (GSIN) of the Kyrgyz Republic and UNODC, on the terms and conditions hereinafter set forth;

WHEREAS the Contractor is ready and willing to accept this engagement of service with UNDP on the said terms and conditions.

1. Contract Documents

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

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

- a) this Contract;
- b) the Technical Specifications and Design Documentation/Drawings, attached hereto as Annex II;
- c) the Contractor's Bid including the Priced Bill of Quantities, not attached hereto but known to and in the possession of both parties.

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

2. Obligations of the Contractor

2.1 The Contractor shall commence work within 5 days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by ... / ... / ..., in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions.

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

3. Price and payment

3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to **USD** [say: **USD**=only].

3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.

3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Consultant/Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 7 below.

3.4 The Contractor shall submit an invoice for payment of the work performed and materials utilized as per payment schedule, attached hereto as Annex III, and a final invoice within thirty (30) working days from the issuance of the Certificate of Substantial Completion by the Engineer.

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

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

3.7 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Substantial Completion by the Engineer/Consultant.

4. Special conditions

4.1 The Performance Bank Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of 10% of the total price of the contract.

4.2 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor in compliance with the Regulation on the conditions and order for obligatory insuring in the field of designing and construction.

Contractor will also take out insurances Employer Responsibility and Construction and Assembling Risks concerning damage and injury with regard to the contracted site and the employed under this Contract and will submit the insurance policies to UNDP.

4.3 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0,1% of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

4.4 In case of discrepancies between the payments certificates/supporting documentation and the actual implemented works on site in terms of quantities, quality requirements, etc., the respective payment will be effected within 10 days after correction of the discrepancies.

4.5 The Engineer will provide independent construction supervision in accordance with respective Kyrgyz legislation during the implementation of the Works in the following areas:

- Works commencement in compliance with the law;
- Completeness and proper formulation of the certificates and all documentation during execution of the works;
- Performance of the works as per the approved and accepted designs;
- Protection of the environment during the works;
- Satisfactory quality of the construction materials and products in regard to state standards;
- Protection from damage to third-party persons or property resulting from the works;
- Correct performance of the works;
- Completeness of the works regarding the future use of the site;
- Compliance with the requirements of the Programme of Works.

4.6 The Contractor bears full responsibility for the safety of all of the workers and other persons during the activities on site as per the current regulations.

UNDP is not responsible for any action or inaction of the Contractor, which may result in:

- Death or accidental injury to any physical person on the site;
- Loss or damage to any property as a consequence of execution of the work of this Contract during the period of construction.

4.7 The Contractor should take all necessary measures to prevent damage and destruction to the possessions and infrastructure in and outside the site boundaries during the construction works under this Contract. Any damages will be repaired at the Contractors own expense.

5. Submission of invoices

5.1 Original invoice shall be submitted by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

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

6. Time and manner of payment

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

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

NAME OF THE BANK:
ACCOUNT NUMBER:
BANK CODE:
ADDRESS OF THE BANK:

7. Modifications

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

8. Notifications

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

For UNDP:

*[Insert Name, Address and Telex,
Fax and Cable Numbers]*

For the Contractor:

*[Insert Name, Address and Telex,
Fax and Cable Numbers]*

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

Note: the Contractor must initialize every page of this Contract and all Annexes.

For the Contractor:

Agreed and Accepted:

Signature:

Name:

Title:

Date:

For UNDP:

Agreed and Accepted:

Signature:

Name:

Title: Head of Office

Date:

SPECIAL CONDITIONS

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

Deadline for notice to commence works	Within 5 days after the signing of the contract.
Period of access to the Site	5 days from the signing of the contract
Amount of Performance Security	10 % of the Contract Price
Periods for submission of Performance Security	Within 14 days of the notification of the award of the contract
Liquidated damages for delay	0.10 % of the Contract price per day of delay
Limit of liquidated damages for delay	10 % of the Contract price
Warranty periods	“A Supplier should provide UNDP with a retention guarantee (bank guarantee) in the amount of 5% of the contract value as a defect liability for the entire warranty period of 12 months, upon works completion and acceptance before final installment. The retention guarantee will be returned to a Supplier after 12-months-period. If, within 12 months after the premises have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect on-site by repair with materials replacement within 2 weeks.”
Defect liability period	12 months
Time of payment	By instalments in accordance with Payment Schedule Annex V – 5.4.2.2
Advance payment	NO ADVNACE PAMENT WILL BE MADE
Arbitration	As per the UNCITRAL Arbitration Rules

ADMINISTRATIVE, TECHNICAL AND FINANCIAL INFORMATION

CONTENTS

FORM 5.1	GENERAL INFORMATION ABOUT THE BIDDER
FORM 5.2	POWER OF ATTORNEY
FORM 5.3	FINANCIAL IDENTIFICATION FORM
FORM 5.4	TECHNICAL INFORMATION
5.4.1	PERSONNEL
5.4.2	CALENDAR WORK PLAN AND PROGRAMME
5.4.3	EXPERIENCE AS CONTRACTOR
5.4.4	LIST OF VEHICLES, MACHINERY AND EQUIPMENT

GENERAL INFORMATION ABOUT THE BIDDER

Full companies name	
Full companies name in English	
Legal position/status	
Legal Address	
De facto address	
Registration details	
Year of foundation	
Companies profile	
Bank requisitions	
Status of VAT payer	
Postal address	
Head of company(name)	
Contact name	
Telephone number	
Fax number	
E-mail address	
Website	

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

POWER OF ATTORNEY

Herewith, I authorize _____
(full name, position and passport details of nominated person)

to submit bid documents and serve as a focal point for any consultations related to ITB/UNODC/KGZT90_001_2012.

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

FINANCIAL IDENTIFICATION FORM

ACCOUNT HOLDER

NAME □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
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CURRENCY □□□□□ **BIC CODE** □□□□□□□□□□□□

REMARKS:

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER: (Obligatory)

TECHNICAL INFORMATION

5.4.1 PERSONNEL

List of main staff

#	Name	Position	Experience, years	Availability of certificates
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				

We confirm that all personnel to be involved in execution of works will be insured at the moment of contracting.

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

5.4.2. CALENDAR WORK PLAN AND PROGRAMME

5.4.2.1 Submit Calendar Work Plan with brief descriptions of major activities, showing the sequence and proposed timetable for the execution of the works. The Bidder must also submit a comprehensive statement of the method and sequence of implementation in accordance with the technology proposed, showing the methods by which it proposes to carry out the works.

5.4.2.2. Payment schedule should be done in accordance with Calendar Work Plan.

PAYMENT SCHEDULE

#	Description of works	Percentage	Duration	Installment ¹	Amount (in USD)
1				First	
2				Second	
3				Third	
4				Fourth	
5				Fifth	
	TOTAL:				

5. 4.2.3 If the Bidder plans to subcontract part of the Works he must provide the following details:

Work intended to be sub-contracted	Name and details of Sub-Contractors	Value of Subcontracts as Percentage of Total Cost of the Contract	Experience in Similar Works (Details to be Specified)

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

¹ Company should indicate number of installments. Up to 5 installments can be considered.

5.4.3. EXPERIENCE AS CONTRACTOR

List of completed projects in the past and ongoing.

Project name/ Works	Total amount of the works implemented by the Bidder	Period of implementation	% finished works	Contracting Authority with contact details (full name, detail address, tel/fax, email)	Contractor(C) or Subcontractor (S)	The works are approved? - <i>Yes</i> - <i>Under Construction</i> - <i>No</i>

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

5.4.4. LIST OF VEHICLES, MACHINERY AND EQUIPMENT

Please list the vehicles, machinery and equipment to be used for the renovation works, in line with the design documentation and the technical specifications.

#	Description of items	Owned/Rented

NOTE: Failure of the Bidder to provide this list shall lead to the elimination of the offer.

Stamp and Signature:

(a person or persons authorised to sign on behalf of the Bidder)

Date:

TECHNICAL SPECIFICATIONS

1. INTRODUCTION

1.1. These Specifications consist of 9 sections as follows:

Section 1.	Introduction
Section 2.	Objectives of the specification
Section 3.	Standards
Section 4.	Administrative specification
Section 5.	Occupational safety and health
Section 6.	Environmental protection
Section 7.	Preparatory and temporary works
Section 8.	Construction and assembly works
Section 9.	Measurement of the implemented works. Additional quantities and new kinds of works

and they will be read in conjunction with the other Solicitation papers, the General and the Special Conditions of Contract, the Bill of Quantities and the attached drawings.

1.2. Legal basis

The technical implementation of the construction work must be carried out in line with the requirements of the Kyrgyz legislation with special emphasis on the following legal acts:

- Regulation for the Implementation and Acceptance of Construction and Assembly Works for the respective kinds of works;
- Laws, regulations and ordinances pertaining to Occupational Safety and Health;
- Kyrgyz State Standards as per below table #1 *Regulations for the Implementation and Acceptance of Construction and Assembly Works* for materials used, completion of works, testing of materials, acceptance of completed works and materials and equipment supplied.

Table #1

#	Codes of Regulations (Construction Norms and Rules (CNR) and State Standards (SS))	Name of Regulations for the Implementation and Acceptance of Construction and Assembly Works
1	CNR 3.01.03-84	Geodesic works in construction
2	CNR 3.02.01-87	Earthwork, ground and foundation
3	CNR 52-01.2009	Load-carrying structure and frame filling
4	CNR 3.04.03-85	Corrosion protection of building and construction works
5	CNR 3.05.01-85	Internal plumbing
6	CNR 3.05.05-84	Processing equipment
7	CNR 3.05.06-85*	Electrical equipment
8	CNR 3.05.04-85*	External wires, water supply and sewage system
9	CNR III-10-75section III chapter 10	Rules of procedure and Acceptance of work

10	SS23118-99 CNR53-101-9	Metal construction
11	CNR 11.02.2000	Regulation on field supervision
12	CNR 12.01-99	Construction safety rules
13	CNR 12.02.2004	Organization of construction manufacture
14	CNR 20.03.2006	Seismic isolation system
15	SS 30 971-02	Assembly joint and
16	SS 30 674-99	Window blocks and aperture
17	SS 30 673-99	Profiles of PVC for window and door blocks
18	CNR 02.03.88	Floor
19	SS 19 111-2001	Moulded items from PVC for internal items
20	ICN 2.02-01-97	Fire safety of buildings
21	CNR 3.04.01-87	Isolation and finishing works
22	CNR II-26-76	Roof
23	CNR 23-01:2009	Heat engineering for building
24	SS 30 674-1999	Door blocks from PVC
25	SS 66-29-88	Internal wooden doors for residential and public building
26	SS 24-698-81	External wooden doors for residential and public building

2. OBJECTIVES OF THE SPECIFICATION

2.1. Background

These specifications are complementary to the general and specific conditions, laid down in the Contract. The specifications aim at establishing the standards for completion of the works subject of the Contract, at complementing and defining the requirements regarding materials, technology, material testing methods, quality assessment methods for completed works in accordance with the standards, measurement methods for the quantity of works completed under the Contract.

In case some details which are instrumental in the thorough understanding of the activity are omitted in the specifications and the other annexes to the contract, or in case there are different and contradictory instructions, the Contractor will obtain written instructions from the Supervisor before proceeding with the activity, thus eliminating the risk of omissions and discrepancies. It is presumed, that the activity will be implemented and brought to completion in concert with the real spirit, meaning and objectives of the contract documentation.

2.2. General requirements for quality and work

All materials used in the execution of works in accordance with the conditions of the Contract will be new production.

Each delivery of materials to the site or in the warehouses of the Contractor will be accompanied by a certificate of quality in accordance with the defined technical standards, specifications or approved samples and **Codes of Regulations of Construction Norms and Rules (CNR) and State Standards (SS)**². They will be carefully stored until used in the course of the works implementation.

All manufactured products and equipment, which are intended for use in the works, will be supplied with all necessary accessories, fixings and details, fittings, as well as manuals for use and maintenance, where relevant.

² Codes of Regulations of Construction Norms and Rules (CNR) and State Standards (SS) in accordance with Kyrgyz State Standards for Implementation and Acceptance of Construction and Assembly Works; (СНП и ГОСТ)

The guarantees for implementation of the manufactured products and equipment start running from the date of acceptance of the site by the contracting authority and its return to use.

2.3. Manufacturers' catalogues and recommendations

These are the catalogues and the recommendations of the Manufacturer for a certain material, a piece of equipment or a product, determined in accordance with the technical standards, the physical parameters, the technical characteristics or the technology of laying or installation, storage, details, etc.

These recommendations do not relieve the Contractor from any of his contract obligations and quality guarantees. These catalogues will be in accordance with the defined standards and requirements of the specification and are subject to approval on behalf of the Supervisor.

Samples and catalogues

These are samples of materials or catalogues of manufactured products, color tables, which are submitted in 2 copies by the Contractor to the Supervisor for approval.

The samples or the catalogues are presented accompanied by a photocopy of a quality certificate in line with the technical standards as well as a photocopy of a certificate of compliance with the fire safety tests.

3. STANDARDS

3.1. Technical standards

Kyrgyz State standards and regulations will always be complied with as a minimum. Other internationally accepted standards and regulations can be applied if:

- They are strict to the same or higher extent, compared to the respective Kyrgyz standards and regulations, or
- There are no applicable Kyrgyz standards and regulations for the respective case.

The application of other official standards, ensuring the same or better quality in comparison with the standards and regulations, indicated in the current tender documentation can be accepted following a preliminary check by the Supervisor and with his written consent. In this case the Contractor has to present all the required documentation in line with the Supervisor's instructions. The Supervisor must take a decision within a month after receipt of the necessary information. In case the Supervisor decides, that the standards and regulations, proposed by the Contractor, do not guarantee the same or better quality, the Contractor is obliged to apply the standards and regulations, indicated in the current tender documentation.

In case the Contractor wishes to supply materials or take actions in accordance with another national standard or international specification, he has to submit to the Supervisor his detailed proposal in writing.

4. ADMINISTRATIVE SPECIFICATION

4.1. Site Register (Order Book)

The Site Register will be kept by the Contractor in the temporary office of the site. It will at any time be at the Supervisor's disposal, as well as at the disposal of the Contracting Authority's representatives, the Designer and government control bodies. The Register will contain entries for all observations, instructions, orders, changes and other information, relevant to the implementation of the construction works on the site.

Every week the Contractor and the Supervisor will go through the entries from the previous week. The Contractor is obliged to ensure the safe preservation of the original pages of the register.

The Site Register will be specially bound and with numbered pages and will contain the information on the works required under legal and normative documents related to Kyrgyz State Standards for Implementation and Acceptance of Construction and Assembly Works.

4.2. Quality assurance plan

On the basis of an organizational chart of the quality control procedure, the Contractor will develop a plan of his own for quality assurance under this Contract.

The Contractor will keep a simple, but exhaustive file of all orders for quality assurance, which are introduced by himself, by the subcontractors, the suppliers and any other party, participating in the works.

The Contractor will present his plan for quality assurance to the Contracting agency and the Supervisor.

The quality assurance plan will contain the following elements as a minimum:

A) Scope of application of the quality assurance plan;

B) Organizational arrangements and staff, responsible for the fulfilment of the plan

The quality assurance plan will determine the general organizational arrangements, envisaged for the Contract execution, stating at least the following:

- Meetings for specification of the quality control procedure;
- Organization of internal and external control;
- Description of the functions, duties and responsibilities of the involved staff and the external controlling inspectors in regard to quality assurance;

C) Control of documentation – possibility for tracking

The quality assurance plan will point out as a minimum:

- The rules for circulation of the different elaborated documents;
- The methods of management of the documentation (distribution, classification, archiving);

The Contractor must make sure, that the whole respective documentation is fully up-to-date (list of documents, marking the check in the process, nature of validity, etc.) for the purpose of ensuring the possibility for tracing.

D) Supplies, subcontractors, etc.

The quality assurance plan will clearly indicate:

- A list of the suppliers, the subcontractors, etc. The Contractor will provide a list of the envisaged suppliers and subcontractors as soon as possible and will explain the reason for any changes in his initial proposals, included in the Offer (where necessary);
- The methods for checking and reviewing the quality requirements to the suppliers and the subcontractors, presented to the Contracting authority, and the process of actions to be taken in cases of discrepancies;

E) Execution and control of the testing

The quality assurance plan will clearly indicate:

- The list of documents and procedures, written with the aim to define the way of action, the sources and the sequence of the different activities;
- The method of controlling the supplied products;
- The methods of controlling and testing before the work has been accepted.

The Contractor has to be certain, that the whole respective documentation is up-to-date (a list of documents, marking the check in the process, nature of validity, etc.) aiming to ensure the ability for tracking.

5. OCCUPATIONAL SAFETY AND HEALTH

All regulations, instructions and other legal documents in the field of occupational safety and health of the workers, related to the works implementation on the site, have to be adhered to and are an obligation of the Contractor.

The Contractor must present an occupational safety and health plan to the Supervisor for approval prior to the start of any activities on the site.

The Contractor is obliged to provide work clothes and personal protection accessories, taking into account the specifics of the work, done by the individual workers. The Contractor will brief the workers and the staff in line with the requirements of CNR 12.01-99 “Construction safety rules” (see above Table #1) on the minimum occupational safety and health requirements in construction. When working with machines and equipment on the site, the workers must be instructed on how to use them. Unqualified workers are not allowed to work with machinery and equipment. All mobile parts of the machines have to be well fixed, covered and safe. Electrical machinery has to be grounded.

In the case construction works to be done at heights over 1.5 m without the use of scaffolding, workers should wear protective belts. Construction work at heights over 1.5 m without safety equipment is forbidden.

All persons working on or visiting the site must wear helmets.

6. ENVIRONMENTAL PROTECTION

The Contractor shall comply with all requirements of the Competent Authorities governing issues related to the protection of the environment. Special measures shall be taken to prevent spilling of fuel, hydraulic liquid, other carbohydrates and solvents and other hazardous waste. All waste and debris shall be deposited safely in order not to contaminate the soil, ground water and the water table.

The Contractor shall take special precautions not to damage the natural environment in and around the work site. The Contractor shall comply with the instructions of the competent environment officials with regard to the protection of animal and plant life.

The Contractor is responsible for the cleaning of the work site and the restoration of the environment. During the implementation of the works the Contractor shall maintain the site clear of construction and household waste. All materials onsite shall be stored in an orderly manner, and upon final completion of the works the Contractor shall fully clean the site and shall remove all temporary works and equipment and shall clean and restore the surrounding environment from any damages resulting from his activities.

7. PREPARATORY AND TEMPORARY WORKS

Prior to starting the permanent work, the Contractor has to implement some preparatory activities (temporary work) at the site according to CNR 12.02.2004-99 “Organization of construction manufacture” (see above Table #1).

7.1. Borders of the site

The Contractor in cooperation with municipal representatives will determine the borders of the construction site.

7.2. Temporary equipment

The Contractor bears all the expenses for the installation, the work and the dismantling of temporary equipment.

Temporary office of the Contractor

The Contractor will open a temporary office on the site or in its close neighbourhood. The office will be equipped and maintained in a clean and ordered condition by the Contractor for the duration of the construction activities. A basic requirement to the Contractor is that he personally or through his designated representative be present at the site throughout the construction activity.

The Contractor will provide, install and maintain one weatherproof information board at the entrance of the site or at some other location approved by the Supervisor. One information board must be in Russian. The boards must be at least 1.5 m. high and 0.8 m. wide and must contain the name of the project, the funding institution with its logo, the name of the beneficiary and optionally the name of the Contractor.

The design for the boards and the information on them must be approved by the Supervisor prior to their manufacture and installation.

Sanitary facilities

The Contractor will provide and maintain temporary sanitary facilities on the site for the needs of the people working there. The Contractor will maintain the facilities clean and will place signs warning to keep the site clean.

Water

The Contractor will provide and maintain adequate temporary supply of water for drinking and construction purposes. The water supply system, including its connection to the public system has to be approved by the Supervisor and coordinated with the control authorities.

Electricity

The all electric power for the required for the works will be provided by the Contractor. All temporary electrical connections and installations are subject to approval on behalf of the Supervisor. All temporary electrical connections and installations will be provided, constructed and maintained by the Contractor in accordance with the state and local legal provisions.

7.3. Other activities

- **Places for construction waste**

The Contractor is responsible for controlling all issues, connected with the exploitation of soil excavation depots and places for construction waste and soil disposal in accordance with the requirements of the Municipality and the competent authorities.

- **Safety of traffic and public safety**

The Contractor will provide, construct and maintain road signs, lamps, barriers, fences, signals for traffic control and other measures of the kind, which may prove necessary for any construction activity for the purpose of ensuring the safety of all people on the site and the public as a whole during the main construction works and any other supplementary works.

The Contractor will take into consideration the specific requirements of his area of activities and the usual practices of the local population when providing safety measures and regulating the work practices.

All safety measures will be accepted by the Supervisor onsite prior to the start of any construction work they relate to.

The Contractor will comply with all restrictions related to working hours which are applied locally or are specified in the Contract.

- **Road diversions and access to property**

The Contractor will build up temporary roundabout roads in places, where the works can hinder the existing public or private or other roads, providing access to public or private property.

The temporary diversions will be provided for following the same procedures, which were stated above in regard to the traffic and the public safety.

When the roads are used for construction traffic, any damage caused will be immediately repaired at the expense of the Contractor.

7.4. Temporary fence

Within 10 days of the start of works the Contractor shall erect a temporary fence around the work site. The fence shall be constructed as a minimum of chain-link fencing of 50 mm gauge and 2 m high attached to steel tubing frames or concrete posts equally spaced at intervals of min. 3.0 m. In places where the soil is too soft to support the posts they shall be placed in holes with diameter of 40 cm. and depth of 50 cm. with concrete backfill.

8. CONSTRUCTION AND ASSEMBLY WORKS

The Contractor shall adjust the work plans and schedules with the meteorological conditions, the technological requirements and the specifics of the construction works.

The Contractor shall prepare a plan of the sequence, phases and duration of each individual works component for the purpose of ensuring access to each individual property within the colonies and completing the works within the duration of the Contract.

8.1. BRICKWORK

- Materials
- Making
- Requirements for quality

All above should be implemented in accordance with CNR 52-01.2009 “Load-carrying structure and frame filling” (see above Table #1).

8.2. ROOF WATERPROOFING

8.2.1. Materials should be implemented in accordance with CNR II-26-76 “Roof” (see above Table #1).

8.2.2. Implementation

Necessary instruments

The bitumen waterproofing membranes are applied by means of gas burner adhesion. Thus the necessary implements are a gas burner, equipped with a gas cylinder, reduction valve and hose (at least 10 m), trowel with rounded corners, knife and gloves.

Application

- The surface where the material is to be applied should be clean, smooth cement surface or leveling concrete with the required pitch, dry without any protruding objects or concavities. Before application it should be cleaned of any dust, mastic residue, etc.
- In case of an existing earlier roofing layer it should be removed or repaired. The repair includes removal of all existing bubbles and creases. The bubbles are split, dried and smoothed over the surface.
- The concrete surface should receive a ground coat. This ensures optimum adhesion to the surface.
- After the bitumen ground coat is dry the application of the material may begin. Before application of the modified bitumen waterproofing membranes all rainwater collectors, air vents, gutters, etc.
- During application of the waterproofing material the protective polymer film should not be removed – it melts when heated with a burner.
- Before adhesion each roll of membrane is placed in its location and unrolled in such a manner as to overlap with the previous rolls by 80 mm longitudinal and 150 mm transversal.
- Without displacement the roll is rolled up from both ends and adhesion starts from the middle towards the ends, while at the transversal joint the mineral granules are heated with the burner and scraped off the surface with a hot trowel for better adhesion.
- The bottom surface of the membrane is heated with the gas burner to soft melting of the polyethylene film and the bitumen mix (the foil gets the appearance of a honeycomb).
- The membrane is pressed down towards the foundation and the overlaps. The edges of the overlaps are shaped with a trowel so that a watertight seal is achieved.
- In case of application of a two ply waterproofing system, the second ply is displaced relatively to the first by 50 cm. The joints should not lie on top of those of the previous layers.
- Sections with incomplete adhesion should be treated additionally by careful lifting of the overlapping edge with preheated trowel and pressing to the foundation again in order to make a watertight seal. Unattached edges should never be repaired by application of heat to the top of the membrane.

8.2.3. Quality control

1. The rolls should be unloaded carefully and never thrown to the ground.
2. During work with the materials it is strictly forbidden to move the rolls without a supporting palette.
3. The rolls both individual and palletted should be stored upright in a single row in order to prevent damage to the edges and the creasing of the rolls.

The laying of prime and glues for sticking the hydro insulation on wet surfaces is not admissible. When the roof slope is more than 15%, the stripes of linoleum materials are placed perpendicularly to the ridge of the roof. The roll unwinds from the top to the bottom with its ends overlapping the ridge with 10-20 cm. The sheets must be laid with minimal delay so that the moisture could be isolated. Temporary covers and drainages as per the requirements must be provided so that the unfinished sectors could be kept dry. The work must be discontinued when the weather conditions are heavy, as well as when the weather is wet for a longer time, except in cases when the work zone is secured by a temporary roof. In case of unavoidable water penetration into the construction zone effective measures must be immediately taken to diminish and repair the damages.

Implementation of the covers is not permitted before the tinsmith works (neck gutters, rain gutters, skirts) have finished.

All materials for the structure and the linings have to be accompanied by the respective certificates for quality. Also, samples of them have to be approved by the Supervisor before work has started.

Protection: from the moment of finishing of the roof till its acceptance the Contractor must ensure:

- Avoiding the usage of the roof as a work site;
- Avoiding the usage of the roof as storage place;
- Adequate protection of the finished sectors of the roof against damage, caused by further construction works.

8.3. DOOR AND WINDOW REPLACEMENT

Background

The timetable of the installation of the plastic doors and windows has to be developed by the Contractor and presented to the Supervisor for approval not later than 10 days after the work has started.

The direction of opening of the doors, the percentage of opening in the case of plastic windows, the dimensions of the millwork are indicated in the specification of the millwork – a part of the design documentation.

8.3.1. Materials for doors and windows

Materials should be implemented in accordance with SS 30 674-1999 “Door blocks from PVC”; SS 66-29-88 “Internal wooden doors for residential and public building”; and SS 24-698-81 “External wooden doors for residential and public building” (see above Table #1).

The exact parameters are specified in the bill of quantities and the enclosed detail drawings.

The PVC windows are glazed with 24 mm glazing units of low-emission glass. All types of glass used in the works should comply with requirements of SS 30 674-1999 “Door blocks from PVC”; SS 66-29-88 “Internal wooden doors for residential and public building”; and SS 24-698-81 “External wooden doors for residential and public building” (see above Table #1).

The glass should be devoid of any scratches, knots, chipping, waves, concavities or other defects.

8.3.2. Making

According to SS 30 674-1999 “Door blocks from PVC”; SS 66-29-88 “Internal wooden doors for residential and public building”; and SS 24-698-81 “External wooden doors for residential and public building” (see above Table #1).

The installation of the wooden doors includes installation of a new doorframe, new door, lock, adjustment, mastic painting. The dismantling of the existing doors is a separate item in the BoQ.

The installation of the PVC doors and windows includes demolition of the existing wooden doors/windows, manufacturing, transportation and installation of PVC doors and windows together with the fittings and opening mechanisms.

The installation of the aluminium doors includes dismantling of the existing ones, manufacturing, transportation and installation of the doors together with the fittings, locks and mechanisms.

All locks must be equipped with 3 keys with any key able unlock only its original lock. All keys must be equipped with key rings and plastic labels, clearly indicating the location of the door. The purchase and the installation of the locks are not included as a separate item in the BoQ and are considered to be part of the price of the supply and the installation of the doors and the windows.

The dimensions of each individual window or door should be recorded onsite before manufacture.

8.3.3. Quality control

The quality control consists of checking the materials and the making, as well as presenting the documents to the Supervisor. Before the purchase of the plastic door and window framing the Contractor has to present to the Supervisor documents of compliance, incl. certificates for quality, details about the chosen profiles or samples of these profiles, details about the glass package, etc., and they have to be approved. The Contractor can buy and install the door and window framing after he gets the written approval of the Supervisor.

8.4. PAINTING WORKS

8.4.1. Materials

According to the indications in the design documentation (lime-based paint, oil paint, latex) the painting materials have to be supplied from a recognized manufacturer. They have to be supplied ready mixed in sealed new containers of the manufacturer. Each container has to bear the trademark and the name, identification of the content and guidelines for proper use. Before use all materials have to be well stirred up.

All covers for filling the pores, primes, sub-layers and thinners must be the product, recommended by the manufacturer of the paint, which is to be used for the final coverage.

If not shown otherwise on the drawings, the colors must be chosen by the Designer and coordinated with the Supervisor.

8.4.2. Making

Control samples: Prepare zones, where the work is completed (incl. preparation) and the painting is possible. On these zones (with dimensions approx. 2x2 m.) make the tests of the paint. The test has to be approved by the Supervisor and the designer before the work has started.

Preparation – general:

- The materials, used for the preparation for laying the paint must be of kinds, recommended by the paints' manufacturer for the respective situation and the respective surfaces.
- All unevenness on the surfaces to be painted has to be removed.
- Before painting all doors and windows have to be smoothed to the necessary extent. Prime all the zones, left naked as a result.

Suitable surfaces and conditions: The Contractor may lay the covers after making sure that the respective surfaces and the conditions in the respective area are suitable for the respective coverage.

Uncovered timber:

- Process with abrasive paper until smooth, uniform appearance is achieved. The liftings and the unevennesses must be slightly rounded or smoothed.
- Lay two layers of resin lacquer on the knots and the uneven zones and leave them dry up.

Steel surfaces – manual cleaning up:

- Removal of fats and oil;
 - Processing with abrasive paper to remove corrosion, bubbles, splashes, traces of welding;
 - Processing of any kind of residual rust with appropriate solution. Priming in the shortest possible terms.
- Do not paint with latex paints at lower than 10° C temperature in the premises and on foundation (stucco filling) which has not dried up yet.

8.4.3. Quality control

Check the materials and the performance and present the respective documentation to the Supervisor.

The painted surfaces have to be of one and the same color, with uniform impasto and one and the same processing. Stains, strips, excessive impastos, furrows, bubbles, peelings, thread-like cracks, omissions, brush traces, scrapings and visible corrections, different from the common background are not admissible.

8.5. PLASTERS AND GROUND COATS

8.5.1. Materials for plastering

Materials for plastering should be implemented in accordance with Bill of Quantities and specifications.

Internal plaster (smooth plaster): Lime mortar 1:3 for brick walls and lime-cement mortar 1:5:18 for concrete surfaces. Cement mortar 1:1 for injection moulding of concrete surfaces.

External plaster (fine spattered – white): Lime-cement mortar 1:5:18, cement mortar 1:1 for injection molding of concrete surfaces.

Foundation: New brick or concrete surfaces

Ground coat: Stucco filling in premises and water-proof ground coat on external surfaces with materials, approved by the Supervisor.

The plasters are multi-layer, and the thickness of each layer must not exceed: for the first layer- 15 mm, for the second layer – 15 mm, for the covering layer – 5 mm.

8.5.2. Making

General conditions:

- Brick walls must not be plastered in case at the day of plastering they are exposed to summer sun;
- Work in the open at air temperature under 3° C is not allowed;
- Take all necessary measures to continue the plastering works in premises uninterruptedly when the temperature is under 3° C;
- The usage of frozen materials and the laying of covers over frozen or hoar-frosty foundations are not allowed.

Laying:

Each following layer is laid after the previous has hardened enough, but has not dried up yet. The mortar for the fine plaster is prepared with fine sifted sand. If it is ready made, the mortar itself must be sifted out. All covers must not be thinner than the indicated thickness, must be strongly bound, with uniform and uninterrupted appearance, without waves, cavities, edges, cracks. The finished surfaces have to be absolutely even with the respective straight lines and levels; all angles and edges have to be less than 90° unless the specification indicates otherwise. The walls and the openings must be respectively vertical and square. Measures must be taken to prevent the too quick or localized drying up.

Smoothness of the plaster: The deviations from the plane under the 1.8 m. long straight line, placed everywhere on the surface, must not exceed 3 mm. When necessary, you can add up to 10 mm. thick plaster with the same composition as the one for the first layer to correct the inaccuracies in the foundation.

Mosaic plaster (bush hammer): two-layered, with the first layer implemented with cement-sand mortar and the second layer prepared like a mortar for ordinary floor mosaic. After that, before the cement has hardened, the

surface must be lavishly washed with water jet until the cement is washed away from the surface and the small stones are laid bare. The small stones for the mosaic are white.

8.5.3. Quality control

- Inspection of the surfaces (brick and concrete);
- Check of the geometrical dimensions;
- Laying of leading profile and stripes;
- Laying and levelling of the first layer;
- Laying of the second layer;
- Laying of the covering layer;
- Shaping of edges, openings, etc. Details.
- Each layer of the plaster has to be accepted by the Supervisor. Permission for laying of the next layer has to be got.

The quality of the making must meet the requirements of CNR 3.04.01-87 “Isolation and finishing works” (see above Table #1).

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8.6. INSULATION WORKS

8.6.1. Materials

In the implementation of thermal insulation works it is required to install an integrated thermal insulation system with its full complement of elements.

The types of thermal insulation materials for building insulation systems are chiefly EPS, XPS and reinforced mineral wool.

EPS - Expanded polystyrene – this is the well known “Styrofoam”. It is white in colour, consists of many tiny foam beads moulded and pressed together and is comparatively soft to pressure.

Graphite EPS. The difference from the standard EPS is due to the higher density of the insulation panels and the additional graphite granules mixed into the material, which account for its lower heat transfer. The commercially available colour is grey.

XPS – Extruded polystyrene. The available colours depend on the manufacturer and may be blue, green, yellow, orange, pink. XPS has a capillary microstructure and is very hard on pressure.

Ground coat and thermal insulation glue – cement-based adhesive powder, which is intended for adhesion of and application of ground coat on insulation panels of expanded extruded polystyrene.

Plastic anchors with plastic pin for hollow and solid elements for attachment of insulation panels or plastic anchor for solid elements and concrete for attachment of insulation panels.

Fibreglass alkali-resistant mesh for reinforcement of the adhesive ground coat.

Mineral, polymer, silicone or silicate plasters (dragged, structural, relief, dashed, etc.) as per design documentation.

Silica primer for plasters in the case of silicate plaster.

Thermo insulation system on external walls, basement slab, roof slab, etc. should have the technical characteristics and thickness of the elements as per the enclosed detail drawings and bills of quantities.

8.6.2. Making

Thermal insulation system on external walls (facades, blind walls):

Consists of preparation of the surface, installation of the insulation panels, application of ground coat and plaster.
Technological requirements:

1. PREPARATION OF THE SURFACE

The various surfaces can be divided into two main groups:

Masonry of bricks, AAC blocks, cement bricks, etc.

Cement-based plasters.

The evenness of the surface is checked and any unevenness is hammered off and rendered with cement plaster. Concave sections sized 15 mm and above are rendered with strong mortar or with polymer solution and beaten flush with the surface.

2. INSTALLATION OF THE THERMAL INSULATION PANELS

The insulation panels are installed down upwards over a well horizontally leveled drip-edge profile. They are installed in such a manner in order for the joints between them to be misaligned as per the scheme for construction of the brickwork masonry. The attachment of the insulation panels to the prepared base is done by insulation adhesive as follows:

In case the base is bricks, AAC, concrete or a combination of these the prepared adhesive mix is applied on the insulation panel in a 5 cm stripe along the edges and 3 dots in the central part.

In case of a smoothly rendered surface the adhesive is spread with a comb over the entire surface area of the panel. The sides of the panel should not be covered by adhesive in order to avoid creating a thermal bridge. In the sections of apertures the panels are extended over the edges of the apertures by 3 cm to be covered by the insulation of the sides of the apertures by 2-cm EPS panels with adhesive.

The installation of the plastic anchors is done 24 hrs after installation of the panels (after drying of the adhesive) at the rate of 6 per m².

3. APPLICATION OF ADHESIVE UNDERCOAT

Over the already fixed panels is applied an adhesive mix for thermal insulation with a comb, followed by the attachment of the fibreglass mesh. The individual strips should overlap vertically and horizontally.

For the purpose of shaping the external edges are used edge protection profiles with mesh or drip-edge profiles for horizontal console edges. Over the attached fibreglass mesh is applied the adhesive undercoat mix until the mesh is completely covered. The surface is levelled by level trowel to achieve the necessary smoothness for application of the finishing coat.

4. APPLICATION OF FINISHING COAT

Over the dry surface of the adhesive undercoat (to avoid sealing in moisture) is applied penetrating primer for plasters as per the respective instructions.

The application of the external coat in the available variety of polymer, silicate, mineral and silicone plasters is done as per the respective instructions.

Thermal insulation on facades.

The designs provide for EPS-type thermal insulation d=8cm and thermal conductivity of $\lambda=0,035$ W/m²K (as per BoQ and detail drawings) on façade walls and balconies, attached with fixings (adhesive paste, reinforcing mesh, fine finishing coat, corner beads, fixings).

Thermal insulation system on basement slabs:

The designs provide for EPS-type thermal insulation $d=5\text{cm}$ and thermal conductivity of $\lambda=0,035\text{ W/m}^2\text{K}$ (as per BoQ and detail drawings) on the unheated surface of the slab over the basement, attached with fixings (adhesive paste, reinforcing mesh, fine finishing coat, corner beads, fixings).

Thermal insulation system on roof structure:

The designs provide for mineral wool thermal insulation $d=12\text{cm}$ and thermal conductivity of $\lambda=0,040\text{ W/m}^2\text{K}$ (as per BoQ and detail drawings) in the spaces between the ribs of the roof structure.

8.6.3. Quality control

Quality control includes control over the materials to be used for the installation of the thermal insulation system and control over the compliance with the installation technology. Before any works begin the Contractor shall inform the Supervisor of the selected materials (insulation system) for his approval.

8.7. SHEET METAL WORKS

8.7.1. Materials

- Galvanized sheet steel (according to CNR II-26-76 “Roof”), 0.4 mm. thick

8.7.2. Making

The tinsmith works encompass the sheet iron edgings on the roof and the leading of roof water through gutters and drain pipes.

The edgings around chimneys, sky lightings, blind walls, etc. have to be implemented in the following manner: the sheet iron covers 20 cm. of the plank roofing at the top side or from the side of the chimney. From the bottom side it lies under the tiles and has the same length and width. At the upper side of the chimney the edging must be sloped and its edges are folded under the tiles for leading the water. The sheet iron edging rises at 25 cm. above the roof. It is inserted in the brickwork joints, attached with special hooks and plastered with cement mortar.

The gutters are placed with 1% slope towards the drain pipes. The front part of the gutter has to be at least 10 cm. lower than the back part. The standard steel clamps for fixing the gutters to the roof edging must not be situated at more than 70 cm. distance from each other. The clamps must be painted with minium and paint.

The distance between the drain pipes must not be more than 10 m. The places of the drain pipes will be determined by the Designer and the Supervisor within one month after the construction has started. The drain pipes will be implemented open. The lower end of the pipes has to be at not more than 40 cm. above the terrain. The drain pipes will be attached to the brickwork with standard steel bracelets, situated at not more than 200 cm. from each other. The steel bracelets have to be installed in a way, ensuring at least 3 cm. distances between the external plastering of the building and the drain pipes. The bracelets must be painted with minium and paint.

The drain pipes are connected with the rain gutters through overlapping of up to 6 mm.

8.7.3. Quality control

The implementation of the tinsmith works has to meet the requirements of the Kyrgyz State Standards for the Implementation and Acceptance of Construction and Assembly Works and the requirements given above. At the stage of the final acceptance documentation must be presented, which certifies the compliance of the used materials and products with the ones, indicated in the design, with the technical specifications and the respective implementation technologies.

8.8. ELECTRICAL WORKS

8.8.1. Background

The work on the electrical installation has to be done in accordance with the requirements of CNR 3.05.06-85* “Electrical equipment” (see Table #1 above) and the other acting normative documents of the Kyrgyz Republic in relation to the electrical installations, and in particular:

- Rules on the installation of electrical equipment
- Regulation on the acceptance of electrical-installation works;
- Rules on the safety of the work with electrical equipment and devices
- Rules on the safety of the work and control of electrical equipment and networks –
- Requirements for fire precaution safety of construction and assembly works
- Norms for entering of electrical installations into exploitation
- Rules and norms for underground and overground street conducting lines and equipment.

8.8.2. Materials and making

All installations and equipment, supplied in accordance with the clauses of the current contract must ensure maximal protection against electrical stroke. This requirement has to be the first and the most important argument when decisions are taken by the Contractor regarding the choice of materials and working methods as well as the equipping with details.

All safety measures, specified in the attached standards and regulations, will be strictly kept to.

The Contractor is obliged to supply all necessary fixing elements and materials for the installation, parts and instruments for finishing the insulation in accordance with the current specification and the design documentation.

All materials and accessories, used for drawing of cables have to be manufactured and chosen from the manufacturer’s standard range of products. The metal conductors have to meet the standards of CNR 3.05.06-85* “Electrical equipment” (see Table #1 above).

Cable routes should be protected from external heat, away from direct sunlight and at fire safe locations.

8.8.3. Quality control

Before the respective installation is accepted the Contractor has to carry out tests (after the installation has been finished) of all installations to determine their capacity, consumed power, total efficiency and functionality, which must correspond to the specifications and the contract requirements.

At the stage of accepting the electrical installation works the Contractor must present documentation according to chapter 12 of the Regulation for acceptance of electrical installation works in line with CNR 3.05.06-85* “Electrical equipment” (see Table #1 above).

8.9 SIDEWALKS

All materials and works should be implemented in accordance with CNR III-10-75 section III chapter 10 “Rules of procedure and Acceptance of work” (see Table #1 above).

Bad weather conditions:

- The use of frozen material is forbidden as well as its installation over frozen or frosted surfaces;

- Appropriate measures should be taken to protect then works from the effects of sudden onset of bad weather, freezing of premature drying.

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8.9.3. Quality control

During construction control is exerted over the quality of the kerbstones, the brand of the concrete and the cement solution as well as the line and level of the arranged kerbstones. In the case of sidewalk surface control is exercised over the width, the longitudinal or transversal pitch, the evenness of the foundation and the sidewalk surface.

8.10. ROOF

8.10.1. Roof, siding and insulation - materials

The roof structure must be built of dried sawn softwood material. All timber parts must meet the following standards:

Beams, joists, rafters, battens – in accordance with CNR II-26-76 “Roof” (see Table#1 above).

The timber must be dry, clean and free of defects and must be disinfected against insects and treated with anti-rot agents (permissible humidity of the timber is 25%).

Waterproofing is of waterproofing bitumen membrane - in accordance with CNR II-26-76 “Roof” (see Table#1 above) or another subject to the submission of samples and approval by the Consultant.

8.10.2 Implementation

In making the structure all details of the joints and fastenings should be executed, according to the “Standards for the design of timber structures” and in the “Rules and Standards for the Execution and Acceptance of Construction and Assembly Works” in the section on timber structures both between the elements of the roof structure and between it and the load bearing concrete structure.

All carpentry work must be well executed, assembled and installed as indicated in the detail drawings. In the construction of the roof sheeting and insulation all the elements, such as valleys, chimneys, ridges, vents, etc., which are integral parts of the roof covering should be executed.

After execution, the roof covering should provide a reliable, adequately drained and completely weatherproof roof.

8.10.3 Quality Control

Execution of the coverings before completing the tinsmith works, such as valleys, gutters and skirts is not permitted.

The timber structure should be approved by the Designer and the Consultant with regard to its ability to support the weight of vertical loads and also with regard to its attachment to the reinforced concrete structure and the execution of the elements and joints ensuring the resistance to horizontal loads. Only then the execution of roof coverings and insulation shall be permitted. All joints including mortise and tenon, steel and wooden pins, nails and woodworking dowels should also be approved.

All materials for the structure and sheetings must be accompanied by relevant quality certificates as well as samples from them should be approved by the Consultant before commencement of work.

The roof insulation membrane must be approved by the Consultant after completion and prior to permission to proceed with the tile covering. Quality certificates for the insulation should be provided prior to installation.

9. MEASUREMENT OF THE IMPLEMENTED WORKS. ADDITIONAL QUANTITIES AND NEW KINDS OF WORKS

9.1. Measuring units

The works are measured in units as pointed out in the items of the contract Bills of quantities (linear meters, square meters, cubic meters, pieces, etc.) as fixed at the respective position.

Positions specified as a set will be measured in a measuring unit, including all specific components and accessories.

The works or parts of a work which are subject to measuring and payment are considered according to the text of the positions in the Bill of quantities and will be fully completed with all layers, components, accessories, etc

It is taken for granted that the Contractor has included in his prices per unit all auxiliary works, materials and operations, necessary for implementation and completion of the works.

9.2. Measurement of the implemented works. Changes in the quantities of works and new kinds of works

The quantities of the implemented works in the course of the construction implementation under this contract will be the measured quantities, really implemented in the process of the Contract execution.

The quantities, indicated in the Bill of quantities are preliminary quantities and will not be considered real quantities of works, implemented by the Contractor in his work under the Contract.

Representatives of the Supervisor and the Contracting authority will define, through measuring, the real quantities of the implemented works and the value of these work quantities will be paid to the Contractor in accordance with the Contract conditions.

The measurement of the additional works will take place in the presence of a representative of the Contractor. This person will assist the people, measuring the works. The Contracting authority will notify the Contractor about the date and the time of the measuring in advance. In case the Contractor does not ensure the presence of a representative of his, it will be assumed, that he agrees with the measurements made and the measured and approved by the Supervisor and the Contracting authority quantities of works will be paid.

In case during the Contract execution it becomes clear that the implementation of quantities of the separate works, exceeding the ones laid down in the Bill of quantities is necessary, and in case this is not due to a Contractor's fault, they will be paid to the Contractor. However, with the monthly payment the value of the Contract must not be exceeded.

In case the implementation of additional kinds of works, needed for the Contract execution and not due to a Contractor's fault proves necessary, they will be paid to the Contractor in case with the monthly payment the value of the Contract is not exceeded.

The implementation of any additional quantities of works or new kinds of construction-assembly works on the site can take place only after an approval on behalf of the Supervisor and the Contracting authority.

9.3. Documents for measurement of the implemented kinds of works. Documents for the additional quantities and kinds of works

After the measurement, the quantities of the implemented works are evidenced by the following documents:

- Documents (acts) for hidden works
- Detailed bill of quantities for the implemented works
- Certificate for determination of the implemented natural kinds of works (Act 19 – the format will be given by the Contracting authority after the signature of the Contract)

- Copies of the orders in the order book of the site
- Copies of the design documentation (the drawings) with indications of the implemented works
- Correction bills with indicated abandoned and additional quantities of works and new kinds of works for the period of the report – (the format will be given by the Contracting authority after the signature of the Contract)

In case the value of the additional quantities of works and the new kinds of works on the site cannot be compensated by the value of the abandoned kinds of works, an annex to the Contract is signed for increasing of its value **subject to the express approval of the of the Contracting authority.**

The request for the signing of an annex must be accompanied by the following documents:

- Summarized correction bill on the basis of the bills, prepared for the monthly payments. The correction bill is final and the changes in the quantities of the forthcoming works must be also envisaged.
- Protocol (the format will be developed by the Contracting authority) describing the reasons for the implementation of the additional kinds of works and the works, whose quantities differ at more than 10% from the ones laid down in the Bill of quantities at the Contract.

The request for increase of the value of the Contract (the signature of an annex) must be made by the Contractor to the Contracting authority in writing, not later than 1 months before the deadline for implementation of the works, indicated in the Contract.

The documentation on the request for increase of the value of the Contract is liable to control and **approval on behalf of the Contracting authority.**

BID SUBMISSION FORM

To: UNDP - Kyrgyzstan

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the renovation works of LOT No.... on.....(building) for the sum of[total bid amount in words and figures] in accordance with the Bill of Quantities attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to implement the works in accordance with the work schedule for (not more than eight months for each lot individually and ten months general deadline for all lots) months after the commencement date.

Our authorized representative has visited the site and its surroundings for the purpose of assessing and for the preparation of the Bid.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have reviewed Model Contract for Civil Works, General Conditions of Contract for Civil Works and Special Conditions and confirm to accept them accordingly.

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

Dated thisday of[year].

.....
Stamp and Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

BILL OF QUANTITIES

BID PRICE

I. PREAMBLE

Bidders must price each item in the bill of quantities separately.

The bill of quantities must be read with all the other contract documents and the Contractor shall be deemed to have thoroughly acquainted himself with the detailed descriptions of the works to be done and the way in which they are to be carried out.

The quantities set forth against the items in the Bill of Quantities (Annex VIII) are an estimate of the quantity of each kind of the work likely to be carried out under the project and are given to provide a common basis for offering. There is no guarantee to the Contractor that the quantities will not differ in magnitude from those stated.

Additional types of works not provided for in the Bill of Quantities shall be valued on the basis of the rates and conditions shown in the Schedule of Rates.

II. PRICING

The prices and rates inserted in the Bill of Quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations.

III. TOTAL PRICE

The total price offered for the implementation of renovation works for **LOT No...** -is

USD..... (say.....), VAT incl.

Signature of Bidder

Date:

Stamp place

DESIGN DOCUMENTATION / DRAWINGS

BID SECURITY FORM

To: UNDP Kyrgyzstan,

Whereas [*name of contractor*] (hereinafter called the “Contractor”) has submitted its bid for construction and renovation works at dated [*date submission of Bid*] (hereinafter called Bid), KNOW ALL PEOPLE by these presents that WE [*name of bank*], having our registered office at [*address of bank*] (hereinafter called “the Bank”), are bound unto UNDP Kyrgyzstan (hereinafter called “the Contracting Authority”) in the sum of USD _____ for which payment well and truly to be made to the said Contracting Authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of.....2012.

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Bid during the period of Bid validity specified by the Contractor on the Bid Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Bid by the Contracting Authority during the period of validity of the Bid:

(a) fails or refuses to execute the Contract Form, or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

we undertake to pay to the Contracting Authority up to the above amount upon receipt of its first written demand, without the Contracting Authority having to substantiate its demand, provided that in its demand the Contracting Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to thirty (30) days after the period of validity of the Bid, and any demand in respect thereof should reach the Bank not later than the above date.

.....
Signature of the Bank

Stamp place

PERFORMANCE BANK GUARANTEE

To: UNDP Kyrgyzstan,

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to execute construction and renovation works....., (hereinafter called "the Contract");

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE