



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

DATE: 23 March 2021

## Closing Date for the Receipt of Offers: 24 April 2021 at 23:59

**Request for Proposal: 21/HCR/SDNEL/SUP/RFP/006**

**For the Drilling of a Borehole in Alamal CAR Refugee Settlement in South Darfur**

(RFP Pages are 09)

### INTRODUCTION TO UNHCR

The Office of the United Nations High Commissioner for Refugees (UNHCR) was established on December 14, 1950 by the United Nations General Assembly. The agency is mandated to lead and co-ordinate international action to protect refugees and resolve refugee problems worldwide. Its primary purpose is to safeguard the rights and well-being of refugees. It also has a mandate to help stateless people.

In more than five decades, the agency has helped tens of millions of people restart their lives. Today, a staff of some 6,600 people in more than 110 countries continues to help about 34 million persons. To help and protect some of the world's most vulnerable people in so many places and types of environment, UNHCR must purchase goods and services worldwide. For further information on UNHCR, its mandate and operations please see <http://www.unhcr.org>.

### 1. REQUIREMENTS

The Office of the United Nations High Commissioner for Refugees (UNHCR), Darfur invites qualified engineering firms who are duly registered as Construction Contractors to make firm offers for the drilling of a borehole in Almal Central African Refugee settlement in Um Dafung Locality, South Darfur, Sudan. Detailed requirements and scope of works can be found in the attached **Annex B-Terms of Reference**.

#### **IMPORTANT:**

**Sub-Contracting:** Please take careful note of article 7 of the attached General Conditions of Contract for the Provision of Civil Works (Annex E).

#### **QUALITY CONTROL THROUGHOUT THE CONTRACT PERIOD:**

UNHCR will carry out quality inspections of the borehole drilling during and after implementation. UNHCR or its appointed Construction manager shall have the right to disqualify any substandard material that the contractor intends to use, and the contractor must replace this material with the quality/standard that the manager recommends. Details of materials, Article 36 of the attached General Conditions of Contracts for the Provision of Civil Works contains details of materials, workmanship and testing that shall apply in the contract. In case of contractor's quality default, penalties may apply.

UNHCR may appoint an additional contractor for monitoring, quality control and confirmation of completion of works. By submitting a bid, bidders agree to cooperate and provide samples of materials and any other information that may be required to complete the task.

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

## **IMPORTANT INFORMATION**

### **GENERAL:**

UNHCR hereby solicits Proposals in response to the Request for Proposal (RFP). Bidders must strictly adhere to all its requirements. No changes, substitutions or other alternations to the rules and provisions stipulated in this RFP may be made or assumed to be irrelevant unless it is instructed or approved in writing by UNHCR. Submission of Proposals shall be deemed as an acknowledgement by the bidder that all obligations stipulated in this RFP will be met and, unless specified otherwise, the bidder has read, understood and agreed to all the provisions of the RFP.

UNHCR implements a policy of zero tolerance on prescribed practices, including fraud, corruption, collusion, unethical practices, and obstructions. Any Proposal submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any Proposal by UNHCR. UNHCR is under no obligation to award a contract to any Bidder as a result of this RFP.

## **2. BIDDING INFORMATION:**

### **2.1. RFP DOCUMENTS**

The following annexes form integral part of this RFP:

Annex A:	Calendar of Activities
Annex B:	Terms of Reference
Annex C:	Financial Offer Form ( <b><i>To be completed and submitted in a separate financial proposal</i></b> )
Annex D:	Vendor Registration Form ( <b><i>To be completed and submitted by vendors who are neither registered in UNGM nor with UNHCR in the technical offer</i></b> )
Annex E:	UNHCR General Conditions of Contracts for the Provision of Civil Works 2018 version ( <b><i>To be signed, stamped and submitted in the technical offer</i></b> )
Annex F:	UN Supplier Code of Conduct ( <b><i>To be signed, stamped and submitted in the technical offer</i></b> )
Annex G:	Technical Proposal form ( <b><i>To be completed and submitted in a separate financial proposal</i></b> )
Annex H:	Proposal evaluation and Scoring Methodology.

### **2.2 ACKNOWLEDGMENT**

We would appreciate you informing us of the receipt of this RFP by return e-mail to [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org) as to:

- Your confirmation of receipt of this RFP;
- Whether or not you will be submitting a bid.

### **2.3 REQUESTS FOR CLARIFICATION**

Bidders are required to submit any requests for clarification in respect of this RFP by e-mail to [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org) The deadline for receipt of queries is **1200 Hrs. Sudan Time on 15 April 2021**. Bidders are requested to keep all questions concise.

**IMPORTANT:**

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

UNHCR will compile the questions received and may, at its discretion, copy any reply to the questions to all other invited bidders at once.

## **2.4 YOUR OFFER**

**YOUR OFFER SHALL BE PREPARED IN ENGLISH.**

Please submit your offer using the Annexes provided. Offers not conforming to the requested formats may not be taken into consideration.

**IMPORTANT:**

**Inclusion of copies of your offer with any correspondence sent directly to the attention of the responsible buyer or any other UNHCR staff will result in disqualification of the offer. Please send your bid directly to the address provided in the “Submission of Bid” section 2.6 of this RFP.**

Your offer shall comprise the following two sets of documents:

- Technical offer
- Financial offer

### **2.4.1 CONTENT OF THE TECHNICAL OFFER**

**IMPORTANT:**

No pricing information should be included in the Technical offer. Failure to comply may risk disqualification. The technical offer should contain all information required.

The following details shall be provided in the **Technical Offer**.

- Company Registration:** The bidder shall provide complete company profile containing copies of registration documents with government authorities.
- Registration with the Sudanese Contractors Association and/or with the Organizing Council for Engineering Works Contractors** if available.
- Experience of Firm:** Using annex G, please provide list of borehole drilling contracts in the past 05 years with Government, NGOs and UN organizations on the below format:-\

S.No.	Name of Client	Project Description	Value of project	Project commencement date	Project completion date
1.					
2.					
3.					

For each project, bidders must provide a purchase order **or** contract either of which bears the letter head and/or official stamp of the client  
 Details of projects in hand should also be submitted on the above format and substantiated with POs / Contracts in order to be considered.

- d. Technical Personnel Profile:** State in annex G details of Technical Staff including lead graduate engineer, quality assurance technician, driller, welder etc. Should be provided along with a brief CV (1 to 2 pages). These documents will be used for Technical Evaluation and failure to submit them may result in loss of marks.

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative shall be appropriately qualified, skilled and experienced and be **fluent in oral and written English**.

- e. Financial Soundness:** For UNHCR to be able to assess your financial capability to conveniently execute the works without delays, please submit
- i. Audited financial statements for the past 5 years or
  - ii. Bank statement for the past 5 years.

Audited financial statements will earn higher marks. The financial statement or bank account must be in the name of your firm. If your firm operates more than one bank account, please feel free to also submit statements from its other accounts for the periods mentioned above.

- f. Understanding of the requirements:** Using annex G state the services, proposed approach, solutions, methodology, quality and risks management plans: Bidders shall provide an executive summary that defines the overall approach to manage and operate all the required services, including a Work Plan / implementation plan (schedule) for all activities using a GANTT Chart/ simple Implementation Plan/Proposed Detailed Work Schedule (prepared and broken down on a daily basis with percentage distribution) providing the details of critical path analysis for each task/sub-task. Your offer therefore should clearly show a consistent approach and timeframe for the following activities.
- Schedule for mobilization and deployment of equipment, engineering, and support staff; and
  - Construction and completion schedule.

- g.** The bidder shall guarantee that the works / services shall not be delayed, interrupted due to absence of core staff. Bidder shall inform UNHCR about the

reasonable emergency situation and a solution or an alternate arrangement shall be agreed with UNHCR so that the on-going project is not adversely affected.

- h. The awarded bidder shall be required to comply with national safety, WASH and engineering standards upon signing the contract.
- i. The following insurance coverages shall be under contractor's responsibility to be obtained from an insurance company, until the completion of the works .
  - Insurance for the Works, Plant(s) and Materials (no less than the value of the project)
  - Insurance against injury to persons and damage to property (third party insurance)
  - Insurance for Contractor's personnel (workers in case of an injury, sickness, loss, etc.)
  - Insurance for Contractor's Equipment
- j. If the awarded bidder fails to complete the works within the time for completion prescribed in his submission and/or contract, or any extended time for completion in accordance with the Contract, the Contractor agrees to pay to UNHCR a sum equivalent to 0.01% of the total Contract Price for each Calendar day of delay. If the delays reach more than Four 04 calendar weeks, UNHCR shall have the right to terminate the contract unless UNHCR grants an extension of the deadline.
- k. **Vendor Registration Form:** If your company is not already registered with UNHCR, you should complete, sign and submit with your technical proposal the Vendor Registration Form (Annex D). If your firm is registered in UNGM at level 1 or 2, please, provide only your exact registration number together with a declaration that the information available in UNGM is fully updated.
- l. **UNHCR General Conditions for Provision of Civil Works:** Your technical offer should contain your acknowledgement of the UNHCR General Conditions for Provision of Civil Works by signing **Annex E**.
- m. **UN Suppliers' Code of Conduct:** Your technical offer should contain your acknowledgement of the UN Supplier's code of conduct by signing **Annex F**.

#### **2.4.2 CONTENT OF THE FINANCIAL OFFER**

Please note that your separate **Financial Offer** must contain prices quoted in local currency or United States Dollars against each line item given in Price Proposal Form. The Financial offer is ***to be completed and submitted in a separate financial proposal*** to be submitted as per the Financial Offer Form Annex C. Bids that have a different price structure may not be accepted.

UNHCR is exempt from all direct taxes and customs duties. In this regard, price must be given without all applicable taxes.

No additional payment shall be paid by UNHCR for any arrangements held by the awarded Company such as transportation costs of debris, labor, testing and commissioning etc. In addition, those arrangements shall comply with national rules and/or laws for any kind of transportation of debris, testing works etc.

You are requested to hold your offer valid for **90 days** from the deadline for submission. UNHCR will make its best effort to select a supplier within this period. Prices quoted in the Supplier's offer will remain valid for the duration of the contract. UNHCR's standard payment terms are within 30 days after satisfactory completion of works, accepted, verified by UNHCR and receipt of all supporting documents in order.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

## 2.5 **BID EVALUATION:**

### 2.5.1 **Technical evaluation 70%:**

Technical Bids will be evaluated in 3 stages as shown below based on below criteria:

S. No.	CRITERIA	Marks
<b>Stage # 1, Administrative Evaluation - Desk Review</b>		
1.	Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.	Pass/Fail
2.	Company Age Not less than 3 years from the date of registration / incorporation	Pass/Fail
3.	Bidder confirms the acceptance of the UNHCR General Conditions of Contracts for Civil works July 2018 (Annex E) in writing and will be required to strictly adhere to, for the purpose the proposed contract.	Pass/Fail
<b>Stage # 2, Technical Evaluation - Desk review and Reference Verifications</b>		
4.	Responsiveness of your proposal to the requirements of the RFP as evidenced by your technical approach and methodology	0 – 15 marks
5.	Drilling Management Plan including timelines, environmental protection, and safety measures	0 – 15 marks
6.	Relevant Experience of Firm	0 – 20 marks
7.	Technical capacity of staff to be deployed to the project (lead graduate Engineer (WASH), quality assurance technician, experienced driller, plumber etc)	0 – 15 marks
8.	Financial Soundness (Annual turnover within pervious 5 year)	0 – 20 marks

<b>Stage # 3, Physical Inspection of Key Equipment Required for the Drilling</b>		
9.	Plain casing 8 5/8 inch, and stainless steel, continuous slot Johnson screen 8 5/8 inch, Pumping unit and Air compressor Drilling mud (bentonite) 7 to 8Tons	0 – 15 Marks

***Only technically qualified bidders shall be evaluated in the financial part. To be technically qualified and eligible for financial bids to be opened, bidders must fulfil the mandatory criterion - point 1 - 3 above and score at least 70 Marks from points 4 - 11.***

**Important Note:**

It should be noted by bidders that 10% equivalent amount of the contract value shall be held by UNHCR during the defects and liability period of (1) year after the completion date onwards.

**2.5.2 Financial Evaluation:**

Financial bids shall be weighted **at 30%**. Financial bids will be opened for only qualified bidders and evaluated as follows: -  
 The maximum number of points will be allotted to the lowest price. All other prices will receive points in inverse proportion to the lowest price; e.g.

**$$\frac{[\text{Lowest Price}]}{[\text{Quoted Price}]} * 100$$**

The following formula will be used to calculate total scores: -

**Total Score= 70% of Technical Score + 30% of Financial Score**

**Important Note:**

***Award will be made to the highest overall scorer. Partial or incomplete bids will not be accepted. In case of any discrepancy like calculation errors, unit rates will be considered.***

**UN Global Compact and other factors:** UNHCR supports the UN Global Compact Initiative put forward on 31 January 1999 by UN Secretary-General Kofi Annan that would bring companies together with UN agencies, labor and civil society to support ten principles in the areas of the human rights, labor, environment and anti-corruption. We encourage our suppliers to sign up with the UN Global Compact Initiative.

**2.6 SUBMISSION OF PROPOSALS:**

**A. Through courier;**

Offers must bear your official letter head, clearly identifying your company.  
 You must submit your technical and financial offers in 2 separate sealed envelopes labeled as follows:

**For the technical envelop: Request for Proposal: 21/HCR/SDNEL/SUP/RFP/006 Technical Offer**

**For the financial envelop: Request for Proposal: 21/HCR/SDNEL/SUP/RFP/006 financial offer.**

Both envelops must be enclosed in one bigger envelop labelled as follows:

**For the Drilling of a Borehole in Alamal CAR Refugee RFP 21/HCR/SDNEL/SUP/RFP/006**

**Secretary of the Bid Opening Committee  
United Nations High Commissioner for Refugees (UNHCR)  
El Fasher, North Darfur, Sudan**

- B. By Email to:**  
**Technical offers to: [SUDEFLCT@unhcr.org](mailto:SUDEFLCT@unhcr.org)**  
**Financial offers to: [SUDEFLECF@unhcr.org](mailto:SUDEFLECF@unhcr.org)**

Please state the following in your e-mail subject field:

**RFP 21/HCR/SDNEL/SUP/RFP/006**

- **Name of your firm with the title of the attachment**
- **Serial number of the e-mails (example: 1/3, 2/3, 3/4).**

**E.g. a technical offer from Company 'Z Est' who is sending a total of 2 emails will be titled as follows: RFP21/HCR/SDNEL/SUP/RFP/006 Est-Technical offer-1/2**

Upon submission of your bid via email, you should receive an auto reply confirming our receipt. If you do not receive the auto reply, please, inform us before the closing date of the tender on [SUDEFSUP@unhcr.org](mailto:SUDEFSUP@unhcr.org) Please, do not send your bid or disclose any information about it to this email.

UNHCR will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that enough information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

**Deadline: 24 April 2021 – 23:59HRS (Sudan Time)**

**IMPORTANT:**

Any bid received after this date or sent to another UNHCR address may be rejected. UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying on UNHCR website OR in Q & A sheet OR may it deem appropriate by notifying all concerned.

**2.9 BID ACCEPTANCE:**

**UNHCR reserves the right to accept the whole or part of your bid.**

UNHCR may at its discretion increase or decrease the proposed content when awarding the contract and would not expect a significant variation of the rate submitted. Any such increase or decrease in the contract duration would be negotiated with the successful bidder as part of the finalization of the Purchase Order.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers through advertisement in newspaper. The extension of the deadline may accompany a modification of the solicitation documents prepared by UNHCR at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that UNHCR is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be

awarded to the bid considered most responsive to the needs, as well as conforming to UNHCR's general principles, including economy and efficiency and best value for money.

## **2.10 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS**

Any Purchase Order (PO) issued as a result of this RFP will be made in the currency USD by converting the bidder's quoted currency into USD at current UN exchange rate. Payment will be made in accordance to the General Conditions of Contract for the Provision of Civil Works and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion by UNHCR business owner.

## **2.11 UNHCR GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF CIVIL WORKS**

Please note that the General Conditions of Contracts (**Annex E**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.

Kum Roland Fang  
Supply Officer, UNHCR Darfur, Sudan.

**UNHCR**United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiésAnnex - A

Calendar of activities			
S. #	Action Description	Date	
		From	To
1	Tender available to vendors	23 May 2021	24 April 2021
2	Closing date for Queries		15 April 2021
3	Closing date for submissions		24 April 2021
4	Bid Opening and Evaluation	25 April 2021	30 April 2021
5	Approval of contract	1 May 2021	10 May 2021
6	Issuance of Purchase Order		11 May 2021

The above dates are tentative and may vary from actual dates.

## **TERMS OF REFERENCE BOREHOLE DRILLING WORKS/ SERVICES OF A BOREHOLE IN SOUTH DARFUR**

### **General**

The work consists of drilling of one borehole in Alamal Central African Republic refugee settlement in South Darfur - Um Dafug locality. The point is in the middle of the village between the coordinates of the intersection of the lines of 23.55264 and width 10.68370. UNHCR is in possession of a geophysical survey report conducted by the South Darfur State water Corporation and which states that layers of the Nubian sandstone formations are the dominant formations that form the main groundwater reservoir in the region and water is available at a depth of 900 feet (250 meters). The required drilling includes siting, mobilization & demobilization, drilling, casing, completion, well development, electronic logging, pumping testing, platform casting & pump installation, as specified hereinafter and as directed by the engineer.

### **Objective/purpose**

To provide sustainable water supply by drilling to a suitable depth as approved by the UNHCR engineer.

### **Context**

In September 2019 and onward , the conflict in the Central African Republic led to over 18,370 refugees fleeing to new areas in Um Dafoug locality in South Darfur and Um Dukhun locality in Central Darfur, reaching a peak of around 261 new arrivals/day in November 2019 which continued in December at a rate of over 138 arrivals/day and in January 2020 at 107 arrivals/day. With refugee being relocated to Almashaga as the site is more easily accessible during the rainy season than other locations in the area. Currently there is no water supply facilities in the site, which prevents the relocation of refugees to start already or making it extremely difficult for the refugee to staying without having access to sustainable water sources. Against this background UNHCR planning to drill and install one borehole to provide access to safe drinking water supply for refugee in Almashaga, geophysical survey was conducted, and the finding is promising, there is indication of availability of underground water. It is crucial to note that water quality, service reliability and sustainability of the system require proper borehole siting, design, construction, and pump installation.

### **Scope of work and Specifications**

The contractor will provide the drilling rig and related equipment/tools/accessories to drill to the intended depth using mud rotary drilling system and develop the well by backwashing and air compressor.

Works involves constructing and completing successfully drilled deep borehole including installation of ASTM plain casing 8 5/8 inch, and stainless steel, continuous slot Johnson screen 8 5/8 inch , 5.8 m long, and slot opening is 0.016 or 0.020 inches and sand trap, gravel pack at appropriate intervals and back fill, close near surface water table aquifer, cleaning and development of said boreholes, conduct pumping test for 72 hours,

chlorinate borehole, construct apron with drainage and soak away pit in accordance with this specification and to any further details as may be ordered by UNHCR. The contractor must have all equipment required to test the borehole which he can remove after testing and chlorination. The Contractor will employ only competent workmen for the execution of the works, and all such Works shall be performed under direct supervision of an expert water well driller/site supervisor.

### Construction Period

UNHCR estimates that the contract will be for 60 days to drill and test the borehole in Alamal CAR refugee settlement. Bidders should state their required timeframe and submit also their work schedule in their technical offers. The contract period once established will be counted from the date of contract award regardless of site, weather or geological conditions encountered. Bidders must factor mobilization and transportation of equipment to site.

### Minimum Equipment, Facilities and Personnel

The contractor is responsible for providing all equipment, materials, and personnel necessary to successfully complete the drilling of boreholes in whatever geological conditions that exist in the place. UNHCR shall not be held responsible for any delays or costs in mobilizing additional equipment, should the equipment originally mobilized prove insufficient or inadequate for the work specified in the contract.

One (1) drilling rig with skilled complete crew is required to undertake the works. Bidder should specify the type of drilling rig to be deployed and its ownership. The rig shall be capable of drilling to a depth of up to 250 meters with reverse drilling technology. The rig is to be fully supported with a competent supervisor assigned full time for the duration of the project. Drilling supervisors shall be, unless agreed otherwise, the contractor's elected representative vested with the authority to receive and administer instructions while making all decisions necessary for the efficient execution of works. The rig is to be equipped with a drilling foreman who will be responsible for all borehole development and well testing activities and must have independent transport means.

The bidder should provide all support equipment necessary for the operation and maintenance of the rig and pumping equipment including but not limited to.

- transport and communication facilities for the contractor's drilling, construction, and installation crew.
- Temporary accommodation fitted with adequate sanitation facilities and offices to the construction team & supervisors.
- Temporary store facilities for materials, fuel, chemicals, and lubricants used for construction activities.
- All necessary materials for well completion (plain and slotted casing, etc), well testing and execution of civil works.
- All necessary testing equipment.

### Equipment and Accessories

The common successful drilling method in the areas is a mud rotary (for the

unconsolidated formation) with reverse drilling methods – the areas is known to have circulation loss and collapse. The contractor is therefore required to provide, per lo, the following minimum drilling equipment and personnel contained in the RFP.

### Drilling site

The contractor shall drill the boreholes at the exact location identified by UNHCR. UNHCR is responsible for providing all land, way-levels and easements for the permanents works. The contractor shall be deemed fully informed about the suitability of the roads or tracks to the sites and shall exercise due care in the use of such roads and shall make good any damage caused by their use. The contractor shall provide such temporary tracks to the actual borehole location as are necessary, with as little as possible interference with existing fences and other land. Environmental Protection of the Site Care must be taken in the handling and storage off all drilling fluids, oils, greases, and fuel on site to avoid any degradation. The contractor shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the Engineer so as not to create damage to public and private property.

### Environmental protection of the site

Care must be taken in the handling and storage of all drilling fluids, oils, greases, and fuel on site to avoid any degradation. The contractor shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the Engineer so as not to create damage to public and private property.

### Workmanship

The contractor is expected to carry out all the works as instructed by the Engineer in a thorough and workmanlike manner, and up to current professional standards. He shall carry out operations with efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the Engineer. For this purpose, the contractor shall use suitable machinery and gear, and supply efficient and experienced staff.

### Contractor's Plant and Equipment

All machinery, equipment, and materials to carry out the drilling, pumping test, well-head construction, etc. as specified in the BoQ are to be mobilized to the site. Test pumping equipment should be independent from the drilling rig(s). At the start of the contract the Engineer will verify the specifications and state of repair of all major items of plan. He shall have the right to order the removal and/or replacement of any plant that in his opinion is insufficient or unsatisfactory.

### Supervision of Contract

The work will be supervised by UNHCR's appointed Engineer.

### Borehole Depth and Diameter

The first 6 meters from the surface will have concrete grouting for sanitary protection (To be done by the contractor). For this the borehole will be renamed to a minimum

diameter of 12" and concrete grouting placed in the annular space between the casing and open borehole wall. Borehole will be drilled with 14.5 inch and the casing diameter is 8 5/8 inch. The reaming diameter will be based on the type of temporary casing, the contractor will use and not less than 12 5/8 inches drilling bit. to install ASTM plain casing and Johnson screen 8 5/8 inch outside diameter for the total depth of the borehole. The contractor must consider the depths he has to drill and lower temporary casing to complete the drilling. This cost must be built in the quoted unit cost for drilling. UNHCR will not be responsible for any loss of temporary casing which the contractor is unable to pull out or lost due to snapping or breaking from the completed boreholes.

### Drilling Method

The recommended drilling method is reverse circulation rotary drilling with bentonite drilling mud to achieve the depth and diameter required within the time for completion that specified in the contract. No additional payments will be made by client.

### Sample of cuttings

Representative, continuous samples (minimum 250 grams of the strata penetrated) shall be collected for each 3-m interval and by whatever method that is standard for the drilling techniques in use and approved by the well site geologist will be responsible for supervision of cuttings sampling.

### Temporary Casing

Installation a conductor of 14" diameter of any temporary casing required for the construction of the boreholes will be left to the contractor so long as the finished product meets the borehole specifications. Cost for supply, installation and removal of temporary casing shall be borne entirely by the contractor. The contractor shall not claim any casing that is not retrievable and left in the borehole.

### Water Supply for Drilling/Development

The contractor shall make his own arrangements for obtaining, storing, transporting and pumping of water required for drilling/development purposes, and for use by the drilling crew at their campsite. The costs for the same are deemed to be included in the BOQ rates.

### Plain and Screen Casing

Casing and screen pipes should be installed as per the hydrogeological formation of the borehole equivalent approved by international and Sudanese standards, and have the following dimensional specifications: ASTM plain casing and Johnson screen 8 5/8 inch outside diameter for the total depth of the borehole, drinking water standards, nontoxic and in standard lengths of three (5.8) meters in length, for installation down to 250 meters (900 ft),The bottom end shall be sealed with sand trap ASTM plain casing as shown in the standard design drawing.

- The well site geologist in consultation with the contractor shall provide installation details of the boreholes after drilling is completed with refer to sample or the electronic logger report.

- Drill 14.5 inch Ø to 2 meters depth, case at 14 (OD) with mild steel casing (wall thickness 7 mm) and cement grout for sanitary seal.
- Drill with 14.5 -12.5 Ø bit to final depth.
- Install ASTM plain casing and Johnson screen 8 5/8 inch as appropriate.
- install gravel packed to overlap the plain casing by at least 5 meters.

The plain and screen casing must be centralized in the borehole so that a minimum annular space of 2 inch exists between the borehole wall and the casing. Suitable centralizers should be provided to allow the casings to be set correctly in the center of the drilled bore. Along the screened sections a centralizer shall be inserted at every 3-meters interval while along the plain casing the interval shall be every 6-meters interval. The Contractor will take all necessary precautions during the transportation and storage of casing pipes from their warehouse to drilling sites to prevent distortions, ending or deformation of the pipe that could result in eccentricity along the length of the pipe.

### Verticality & Alignment of Borehole

The well(s) will be drilled and cased straight and vertical, and all casing will be set plumb and true to line. Upon completion of drilling or at any other time, the casing of the borehole shall be tested for verticality and straightness to the depth of the pump housing using deviation-measuring instruments like inclinometer, draft indicator, etc. provided and operated by the CONTRACTOR at the CONTRACTOR's own expenses. Readings of deviation and direction will be taken at three metre depth intervals. Deviation shall be no more than 10%.

After casing installation, verticality will be tested by means of a dummy. The dummy will consist of an axially suspended cylinder (or cage-ring) at least 7 m long with a minimum external diameter corresponding to the diameter of the pump expected to be installed. The dummy should freely be passed down the borehole without force and is provided and operated by the CONTRACTOR at the CONTRACTOR's own expenses. Should the dummy fail to move freely throughout the length of the casing or hole to the bottom of the housing line or should the borehole vary from the vertical in excess of above specified value, or beyond limitations of this test, the plumbness and alignment of the borehole shall be corrected by the contractor at his own expense. Should the contractor fail to correct such faulty alignment or verticality, the well may be deemed lost.

### Gravel Pack

The contractor shall supply suitable gravel pack. The gravel pack shall consist of well-rounded particles of uniform grading with 90% siliceous material and conform to the 2-4 mm diameter. There shall be no clay, shale's, silt, fines, excessive amounts of calcareous materials and no crushed rock. Sampling and analysis at site will be required for confirmation of delivered materials.

The gravel shall be washed before installation. Enough gravel pack shall be installed to complete cover the uppermost screen and further by additional 2-meters to allow for settling. A good supply of water should be introduced with the gravel to prevent bridging. The gravel pack shall be capped with a 2-meter vertical column of clay seal to prevent any seepage that may contaminate aquifers with subsequent pollution of ground water. The annular space above the clay seal shall be backed filled with inert drill-cuttings/ The

quantity of the gravel pack and back fill to be installed shall be measured using a suitable volumetric method as approved by the Engineer.

### Sanitary Seal

In order to provide an effective seal to the entry of contaminants, up to 3 meters depth of the borehole from the surfaces shall be grouted using cement slurry 1.85 – 2.15 kg/liter with a concrete mix in the ratio of 1:2:3 of cement sand and gravel respectively. The gravel size should be not more than 6mm. Insert a 3-meter Steel casing of 8 ⅝ inches diameter on to the steel casing, the protruding above ground level by at least 01 m to facilitate installation of the submersible pump.

### Yield Estimate During Drilling

If rotary drilling method is used, a 90° V-notch flow measurement shall be used in the drain line so that continuous monitoring of airlift yields can be obtained. Care should be taken to ensure that no floating debris impede the flow of water over the V-notch. The weir shall always be kept clear of a build-up of silt and other fines. The contractor shall provide the calibration curve, to be verified and approved by the Engineer, for the V-notch weir. Average yields shall be read and rated at every aquifer struck and as otherwise directed by the Engineer.

### Developments and Cleaning of Borehole

The contractor shall carry out development and cleaning of boreholes by airlifting and air jetting methods upon completion of the drilling and installation of casing and gravel pack. This shall be done to remove silts, clays, and drilling fluid residues deposited on the borehole wall and adjacent portions of the aquifer during the drilling process. If organic drilling fluids are used, they shall be broken down chemically according to the manufacturer's recommendation before or during development. Cleaning shall be carried out by airlift pumping, airlift surging, and backwash or jetting. Clay desegregation by means of Sodium Hexametaphosphate (Calgo) treatment might be necessary and should be allowed for.

Development of boreholes shall be done by airlifting and shall be effective from the depth at which water is encountered to the bottom of the borehole.

Development shall continue for a minimum of 6 hours air-lift development and until the discharge water is clean and free of sand (i.e. no more than 1 cm diam. sand stain test) or until such time as the Engineer finds acceptable. The disposal of water during development and testing is the Contractor's responsibility, including all costs for possible damages or claims which might arise due to flooding, loss of crops or other possible losses.

Development of the well shall be carried out until the following conditions have been satisfied:

1. Complete removal of all products resulting from drilling i.e. drilling mud, smear, foam or additives.
2. Complete removal of small loose particles of the formations encountered by the borehole.
3. Attempts have been made to remove blockages or encrustation of joints or other

openings in the formations.

### Pumping Test

Before beginning the actual tests on each well, a calibration test must be undertaken. This involves checking that all equipment including the pump, generator, manometer and pipes are working satisfactorily. The discharge pipeline shall be checked for leaks. The calibration test is an important preparatory step for the pumping test procedure and must be carried out at least one day before the pumping test is carried out to allow the water level to recover before the actual pump test operations begin

### Step drawdown test

The continuous step drawdown test shall have six (6) steps of one (1) hour each, without rest period. The test shall begin with the lowest discharge rate (about 1/6 of the maximum discharge rate), as described in 6.9.2.1 and increased consecutively until the maximum discharge rate is reached. Upon completion of the step drawdown test, the recovery shall be monitored for at least two (2) hours.

### Constant rate Pumping Test

Constant rate pumping tests will be carried out during seventy-two (72) hours in length followed by a twelve (12) hours recovery period. The pumping rate for the constant rate pumping test should be 120% of the design pumping rate unless the step drawdown test results show that the well efficiency for this discharge rate is below 0.5. If this is the case, then the ENGINEER will decide upon the discharge rate of the constant rate pumping test.

The ENGINEER or his representative during the test on the basis of the measurements made and his analysis may increase or reduce both periods thereof. The pump test shall be terminated only upon the written notice of the ENGINEER or his representative.

The test pump cannot be removed from the well during the recovery periods.

### Water Level Observations

The contractor shall supply appropriate electric contact level gauges for measuring water levels in the boreholes to the nearest 10 mm at pre-determined intervals. Wellhead arrangements shall permit these gauges to be inserted and passed freely. Hereto the contractor shall be required to install a dipping tube, minimum 19 mm internal diameter (ID) lowered approximately 1-metre above the pump intake or approximately 2 meters below anticipated maximum draw down level. Other methods for measuring water levels are subject to the approval by the engineer. Cost of water level observations is included in the BOQ rates for test pumping.

### Electrical Conductivity Measurements

The contractor shall have an operational EC meter onsite to take electrical conductivity readings whenever required during drilling, development, and test pumping. Costs of taking these readings are included in the rates for drilling, development, and test pumping.

### Records

The contractor shall keep daily activity records for the borehole. Separate records

shall be supplied for borehole upon completion. The records shall contain the information as specified below.

- Site name
- Borehole reference number
- Date of reporting
- Names of drilling team staff
- Drilling method
- Bore diameter and depth, including diameter changes and their corresponding depths
- Depth and size of casing at start and end of working day
- Description of rocks drilled with depths of transitions encountered
- Depths of water struck levels
- Depth of main aquifer
- Estimated yield of airlift measurement when drilling and developing with air
- Time log (min/meter) for penetration rates for given type of bit and standby time due to breakdown.
- Depth intervals at which each formation samples are taken
- Records of components and quantities used or added to the drilling or air.
- Water level at the start of each working day
- EC measurements
- Problems encountered during drilling
- Details on installation in the borehole (if any)
- Depth and description of well plain and screen casing and
- Details of work to be invoiced at hourly rates (e.g. test pumping)

A copy of the daily record shall be made available daily to the Engineer for signature, including any other data as may be requested by the engineer.

### Borehole Drilling Completion Record

The borehole completion record should include the following:

- Filling borehole construction information as per the WRMA standard borehole completion record on WAB- 28 from.
- Driller's log
- Copy of standard chemical water quality test
- Borehole design and installation details (as built drawing)
- A copy of the borehole completion records shall be made available to and approved by the engineer on completion of each borehole

### Water Sampling

Water Samples for testing the chemical/microbial water quality will be undertaken by the contractor through a certified testing institution and the report submitted to UNHCR. The Contractor shall take the samples to a nearby government laboratory or any other competent laboratory for bacteriological and chemical analyses. The costs for these analyses and related charges are included in the contractors cost of implementing the project.

### Capping the Borehole

During borehole construction, installation, development and test pumping, the contractor shall use all reasonable measures to prevent entrance of foreign matter into the borehole. The contractor shall be responsible for any objectionable materials that may fall into the borehole and any effect it may have on water quality and/or quantity until completion of works and acceptance by the Engineer.

### Acceptance of Boreholes

The borehole shall only be accepted by the engineer upon satisfactory completion of all borehole's construction operations as per the technical specifications

### Loss of Equipment

Any equipment lost down a borehole must be removed, or the borehole will be considered a lost borehole. A replacement bore will have to be constructed and tested at the contractor's expense.

### Lost Bore

Should any incident to the plant, behavior of the ground, jamming of tools or casing, or any other cause prevent the satisfactory completion of the works, a borehole shall be deemed lost and no payments shall be made for that borehole or for any materials not recovered there from, nor from any time spent during drilling or while attempting to overcome problems. In the event of a lost bore, the contractor shall permanently seal the bore and construct a borehole immediately adjacent to the lost bore or at a site indicated by the engineer. The option of declaring any bore lost shall rest with the contractor, subject to the approval of the engineer.

The abandoned borehole shall be treated as follows:

- The contractor may salvage as much casing from the bore as possible and use it in the alternative borehole with the approval by the Engineer.
- Salvaged materials shall be property of the contractor.
- The lost bore shall be sealed by concrete, cement grout, or neat cement, and shall be placed from bottom upwards by methods that avoid segregation or dilution of materials.
- The upper two (2) meters of the bore shall be backfilled with native topsoil. Sealing of the bore shall be done in such a manner as to avoid accidents and to prevent it from acting as a vertical conduit for transmitting contaminated surface or subsurface waters in the water bearing formations.

### Lost Time

In the event of delays occurring because of action or inaction by the Engineer for which the contractor would be entitled to claim standby time, the contractor should notify the Engineer immediately in writing that such claims are becoming applicable.

### Construction of Wellhead/Platform

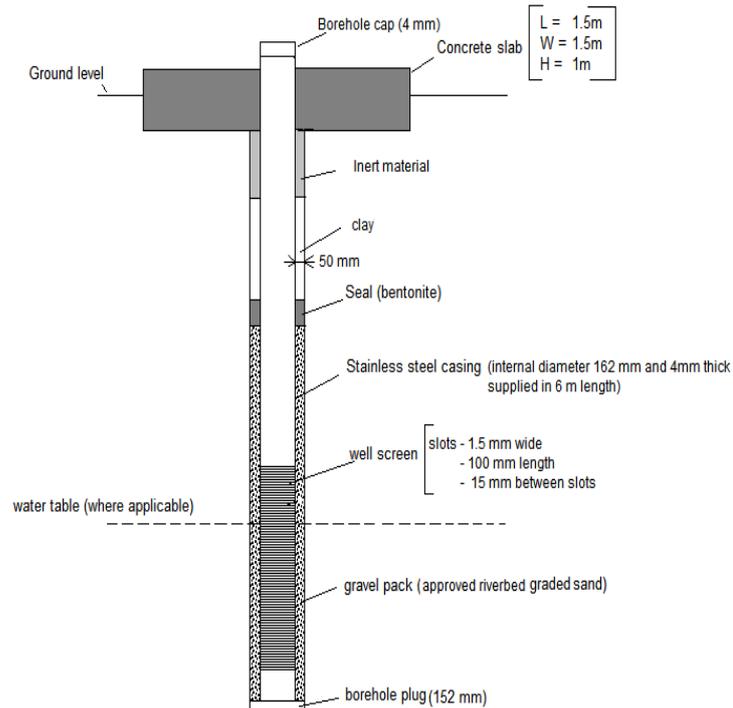
The Contractor shall construct a concrete platform for the borehole carrying out the following activities:

- I. Excavate square pit 760x760x400mm deep around casing pipe.
- II. Place stand assembly (pedestal) over casing pipe, ensuring third leg (corresponding to the water tank spout pipe position) faces the proposed direction of the drain.
- III. Making sure the pedestal is vertical, construct concrete in layers of 100mm up to top of legs.
- IV. Cover stand assembly with a cover plate and, level the ground around the pump pedestal.
- V. Lay the mild steel shuttering (molds) and cast platform in mass concrete (mix 1:2:4/20mm agg.) conforming to the dimensions in (i)
- VI. Cure concrete for 3 days and protect it from evaporation (using gunny bags, thorny bushes, etc.).
- VII. Plaster platform and drain in cement screed (mix 1:3) to a smooth finish, then engrave the borehole details provided by the Engineer on the platform as instructed.

### Personnel

- a) The Contractor will provide an experienced project Coordinator to oversee the drilling and testing to be carried out under this Contract. The name and work resume of the project Coordination will be included in the tender.
- b) The Contractor will maintain a full crew on drilling unit and test pump unit. If a member of crew quits for personal reasons or must leave because of illness or injury, the Contractor will replace him as soon as possible with a worker of similar experience.
- c) If UNHCR is dissatisfied with the performance of members of the crew, such members shall be informed of their shortcomings and warned by the contractor. If no change results within a reasonable period, the Contractor will be notified and requested to take necessary measures on the unsatisfactory crew member.
- d) If UNHCR wishes to operate drilling equipment more than one shift per day, the Contractor shall increase the size of the drilling crew as required. However, in the percussion drilling, the rig will be operated for a minimum of 20 hours a day.
- e) In the case of absence of one or more members of the drilling crew the decision of whether to proceed with drilling operations will be at the discretion of the Engineering Supervisor.

Any delay by the contractor in providing the allocated works at the agreed timeframe will be considered as a breach for the validity of the contract. According to the circumstances and operational requirement, the timeframe may be extended if agreed by the parti



### INDICATIVE BILL OF QUANTITIES

Item	Description	Unit	Quantity
<b>1</b>	<b>MOBILIZATION AND DEMOBILIZATION</b>		
1.1	Mobilization and Demobilization of all plant, materials, equipment, and personnel. It includes drilling rig, dump truck, compressor, water truck, and light vehicles.	Job	1
1.2	Site clearance, preparation of mud pit and setting up of the drilling rig.	Job	1
<b>2</b>	<b>WELL DRILLING</b>		
2.1	Drilling of 12¾" diameter borehole from 0 to 250 m to accommodate 8½" diameter casing.	m	900
2.2	conduct electrical well logging to prepare the borehole design and casing diagram	job	1
<b>3</b>	<b>SUPPLY AND INSTALLATION OF MATERIALS</b>		
3.1	Supply water for drilling operation and other uses	Each	Job
3.2	Supply and install 8½ inch ASTM plain casing, 5.8 m long	m	232
3.3	Supply and install 8 5/8-inch stainless steel, continuous slot Johnson screen slot opening is 0.016 or 0.020	m	23.2
3.4	Supply bentonite (drilling mud)	ton	8
3.5	Supply and Install bottom plug/cap	No.	1
3.6	Supply and install gravel pack	m <sup>3</sup>	15
3.7	Clay seal backfill (2-10 m from found level)	m <sup>3</sup>	10
3.8	Casting of sanitary seal around the casing 2-10m below the ground level	m	6
<b>4</b>	<b>WELL CLEANING, DEVELOPMENT AND COMPLETION</b>		
4.1.	Well development by airlifting for a minimum of 3 hours until water is clean, and the turbidity is less than 5 NTU.	Hour	3
4.2.	Concrete trapezoidal well head construction and capping.	No.	1

<b>5</b>	<b><i>PUMPING TEST</i></b>		
5.1.	Calibration Test (average 2 hours borehole)	Hour	2
5.2.	Step drawdown test (5 hours) in 5 steps	Hour	5
5.3.	Recovery Test (total of 5 hours per well)	Hour	5
5.4.	Clean and disinfect well post drilling and pump testing.	Lumpsum	1
<b>6</b>	<b><i>SITE CLEARANCE</i></b>		
6.1	Cleaning of site, dismantling of drilling equipment.	Lumpsum	1
<b>7</b>	<b><i>REPORTING</i></b>		
7.1	Well completion report stratigraphic and construction logs, pumping test data and analysis, water quality data and analysis.	job	1



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**REQUEST FOR PROPOSAL: No.**  
**21/HCR/SDNEL/SUP/RFP/006**  
**ANNEX-C**

**FINANCIAL OFFER FORM**

<b>ITEM NAME &amp; DESCRIPTION</b>	<b>UOM</b>	<b>RATE (USD of SDG)</b>
Drilling Cost per Meter	M	
Lump sum rate for all other borehole drilling required works (specified or not specified in the TOR) including mobilisation of equipment, transportation, capping, water trucking, plumbing testing, replacement of damaged equipment, lodging, meals, risk factors	Each	

<b>NAME:</b>	
<b>TITLE:</b>	
<b>CURRENCY OF YOUR OFFER</b>	
<b>OFFER VALIDITY</b>	
<b>FOR AND ON BEHALF OF:</b>	
<b>DATE:</b>	

UNHCR has a survey report that shows that water is available in the area. The report shall be shared with the successful bidder.



# UNHCR VENDOR REGISTRATION FORM – (Rev. June 18)

(Please refer to the ADDITIONAL INFORMATION FOR COMPLETION on page 4.)

## Section 1: Company Details and General Information

1. Company name (full legal name):

2. Street Address:

Postal Code:

City:

Country:

3. P.O. Box and Mailing Address:

4. Tel:

5. Fax:

6. Email:

7. Company Website:

8. Contact Name and Job Title:

9. Email:

10. Parent Company (Full legal / officially registered company name):

11. Names of owner(s) and principals – Subsidiaries / Affiliates / CEO / Managing Director / Managing Member and those with controlling interests if applicable (attach a List if necessary):

12. International Offices/Representation (Countries where the Company has local Offices/Representation):

13. Type of Business (Mark one only):

Corporate/ Limited:

Partnership:

Other (specify):

14. Nature of Business:

Manufacturer:

Authorised Agent:

Trader:

Consulting Company

Other (specify):

15. Year Established<sup>1</sup>:

16. Number of Full-time Employees:

17. Licence no./State where registered and validity date:

18. VAT No./Tax I.D.:

## Section 2: Banking Information – OPTIONAL – to be provided only if payment from UNHCR is expected

19. Bank Name (and Bank ID if any):

20. Branch Name (and Branch Code if any):

21. Branch Address:

22. Tel. number:

23. Fax number:

24. Bank Account Number:

25. Account Name<sup>2</sup>:

26. Account currency<sup>3</sup>:

27. Swift/Bank Identifier Code (BIC):

28. International Bank Account Number (IBAN):

29. Routing Bank details (if applicable): full details to be provided as per above

<sup>1</sup> 3 years of operation is a minimum.

<sup>2</sup> The Account name is the Name that the Bank uses for the Company. It should be the same as the Company Name as stated in section 1 above. A copy of a Bank Statement matching Vendor Name and Address should be provided.

<sup>3</sup> If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.

**Section 3: Technical Capability and Information on Goods / Services Offered**

30. For Goods only, do those offered for supply conform to National/International Quality Standards?  
 Yes  No

31. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

**Section 4: Experience**

32. Recent Contracts with the UN and/or other International Aid Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

33. Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a *going concern*? Yes  No   
 If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

34. Please list any Disputes and Bankruptcy your Company has been involved in with UN Organizations over the last 3 Years:

**Section 5: UN Global Compact Initiative**

35. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?  
 Yes  No   
 If yes, have you signed up to this initiative or are you going to sign up to? Please state:

**Section 6: Environment**

36. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)  
 Yes  No

37. Does your organisation hold any accreditation such as ISO 14001 related to the environment?  
 Yes  No  If yes, please attach a copy.

### Section 7: UN Supplier Code of Conduct

38. Vendor who wish to do business with UNHCR are required to comply with the UN Supplier Code of Conduct. Please download and read the [UN Supplier Code of Conduct](#).

I accept the UN Supplier Code of Conduct.

### Section 8: Official not to benefit

39. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes

No

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

### Section 9: Others

40. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

41. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

42. **Self-Declaration:** I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 ([www.un.org/sc/committees/1267/consolist.html](http://www.un.org/sc/committees/1267/consolist.html)).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme ([www.iic-offp.org](http://www.iic-offp.org)).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:  
Stamp and Signature:

Functional Title:  
Date:

## ADDITIONAL INFORMATION FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

### Section 1:

11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
15. Year Established: 3 years of operation is a minimum.
17. Provide the license number under which the company is registered, or the State where it is registered and copy of certificate of registration or incorporation.

### Section 2:

25. Name under which the bank account is held (**important:** this should be the company name). Following UNHCR payment policies, any decisions to permit third party payment are at the sole discretion of UNHCR and are subject to detailed scrutiny and special approval. Any proposed different names on the bank account should be clearly explained and fully justified. A copy of a Bank Statement matching Vendor Name and Address should be provided.
26. If multiple bank accounts exist that may be relevant to UNHCR (e.g. in different currencies), please provide full details for each account. A separate proof for each Account should be provided. Payments will only be made to accounts included here. Only one Bank Account per currency can be accepted.
27. Bank Identifier is transit number for US and Canada and Swift code for Europe and the rest of the world.
28. International Bank Account Number (IBAN).
29. Should a routing be required for international payments, please provide full details of intermediate bank(s).

### Section 3:

30. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.

### Section 4:

32. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract.

### Section 5:

35. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption – by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

### Section 6:

36. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

### Section 8:

39. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

### Section 9:

41. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be stamped and signed by the person completing it and their name and title should be typed, along with the date.



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

## General Conditions of Contract for Civil Works (October 2000 version)

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 the UNHCR
68. Termination by the UNHCR
69. Termination by the Contractor
70. Rights and Remedies of the UNHCR
71. Settlement of Disputes
72. Privileges and Immunities

Appendix I: Formats of Performance Security  
Performance Bank Guarantee  
Performance Bond

## **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 High Commissioner for Refugees (UNHCR).
- 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 UNHCR 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, 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 thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- 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 labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

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

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

### **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 UNHCR 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, 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 the UNHCR 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 labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

## **19. WATCHING AND LIGHTING**

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

## **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 neighborhood of the Works against the same.

### **34.8 Observance by Sub-Contractors**

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

### **34.9 Legislation applicable to Labour**

The Contractor shall abide by all applicable 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 fulfill.

### **37 ACCESS TO SITE**

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

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

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

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

#### **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**

### **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.

### **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.

### **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.

#### **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**

#### **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.

#### **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.

#### **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.

#### **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 fulfillment of all of the terms of the Contract.

#### **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**

- 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.
- 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.

### **3 Unfulfilled Obligations**

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

### **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**

- 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.

## **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.

## **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**

- 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.
- 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.
- 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.

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

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

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

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

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

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

## **66 FORCE MAJEURE**

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

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNHCR and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNHCR 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 the UNHCR 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 the UNHCR of the occurrence of the force majeure submit a statement to the UNHCR of estimated costs referred to in subparagraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) suspension;
- (d) 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;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNHCR 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
- (f) For the purpose of the preceding sub-paragraph, the UNHCR may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

## **67 SUSPENSION BY THE UNHCR**

The UNHCR may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNHCR's 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 the UNHCR of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

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

## **68 TERMINATION BY THE UNHCR**

The UNHCR may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNHCR 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 the UNHCR of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNHCR detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNHCR of the existence of such breach and the UNHCR' inability to remedy it, or upon failure of the UNHCR to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

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

## **70 RIGHTS AND REMEDIES OF THE UNHCR**

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

The UNHCR 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.

### **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.

### **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.

### **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.

### **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 the UNHCR is an integral part.

**APPENDIX I: FORMATS OF PERFORMANCE SECURITY**

**PERFORMACE BANK GUARANTEE**

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION DIRECTOR AT UNHCR]

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

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

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

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN 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 .....

**PERFORMANCE BOND**

By this Bond .....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] as Principal (hereinafter called "the Contractor") and .....[INSERT NAME, LEGAL TITLE AND ADDRESS OF SURETY, BONDING COMPANY OR INSURANCE COMPANY] as Surety (hereinafter called "the Surety") are held and firmly bound unto .....[INSERT NAME AND ADDRESS OF EMPLOYER] as Obligee (hereinafter called "the Employer") in the amount of. ....[INSERT AMOUNT OF BOND IN FIGURES AND IN WORDS], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a contract with the Employer dated for ..... [INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF THE WORKS] in accordance with the documents, plans, specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term " Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this.....day of.....2006

SIGNED ON:

SIGNED ON:

ON BEHALF OF:

ON BEHALF OF:

NAME &TITLE:

NAME &TITLE:

## UN SUPPLIER CODE OF CONDUCT

**UN Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as the overarching goals that suppliers to the UN are expected to achieve.

**Global Compact:** At the World Economic Forum, Davos, on 31 January 1999, the UN Secretary-General challenged world business leaders to "embrace and enact" the Global Compact, both in their individual corporate practices and by supporting appropriate public policies. The Global Compact's operational phase was launched at UN Headquarters in New York on 26 July 2000. During the first Global Compact Leaders Summit, held on 24 June 2004 at UN Headquarters in New York, the Secretary-General announced the addition of a tenth principle against corruption. The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The United Nations strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and for more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labor Organization (ILO) Core Labor Conventions:** The Labour Conventions as established by the tripartite UN affiliated agency, the ILO, have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN, will adhere to the spirit of its Charter, and the core principles of the ILO Conventions. The full text of the ILO Conventions can be accessed by accessing the ILO electronic database<sup>1</sup>.

**Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. It is the expectation of the UN that suppliers adhere to all laws, rules and regulations, and strive to exceed both international and industry best practices. The UN recognizes that reaching the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions.

**Monitoring and Evaluation:** The UN may conduct on-site evaluations and inspections of its supplier's facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of the UN that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with the UN. Notwithstanding the aspirational character of the principles contained in this Code of Conduct, UN Suppliers must understand that if they are awarded a contract with the United Nations, the United Nations General Conditions of Contract are an essential part of UN contracts and, therefore, legally enforceable against UN contractors.

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<sup>1</sup> [www.ilo.org/ilolex/english/convdisp2.htm](http://www.ilo.org/ilolex/english/convdisp2.htm).

1. **Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom the UN does business. The UN expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. The UN expects that suppliers ensure that this Code of Conduct is communicated to the employees and subcontractors of all suppliers, and that it is done in the local language and in a manner that is understood by all.
2. **Promoting the Principles of this Code of Conduct:** The UN expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to annually communicate their progress to stakeholders.
3. **Subcontracting:** The UN expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### **Labour:**

4. **Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core ILO conventions *Freedom of Association and Protection of the Right to Organise Convention, (C 87, 1948)* and *Right to Organise and Collective Bargaining Convention, (C.98-1949)*. The UN recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.
5. **Forced Labor:** The UN expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with ILO conventions pertaining to forced labor: *Forced Labour Convention, (c.29-1930)* and *Abolition of Forced Labour Convention, (C.105-1957)*. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification; passports or work permits as a condition of employment.
6. **Child Labor:** The UN expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, *the ILO Minimum Age Convention (C.138-1973)* or *the Prohibition and Immediate Elimination of the Worst Forms of Child Labor Convention (C. 182-1999)*. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.
7. **Discrimination:** The UN does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status.

Consistent with the principles espoused in ILO Conventions on Discrimination (Discrimination (Employment and Occupation) Convention, C.111-1958) and Equal Remuneration (Equal Remuneration Convention, C. 100-1951), the UN also discourages discrimination regarding access to training, promotion, and rewards.

8. **Working Hours:** The UN expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.
9. **Compensation:** The UN expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits

#### **Human Rights:**

10. **Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.
11. **Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.
12. **Health and Safety:** The UN expects its suppliers to follow all relevant legislation, regulations and directives in country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems and guidelines such as the *ILO Guidelines on Occupational Safety and Health (ILO-OSH-2001)* which can be found at ILO's website<sup>2</sup> and ensure at a minimum, reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.
13. **Mines:** We expect UN suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

14. **Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

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<sup>2</sup> [www.ilo.org/public/english/protection/safework/managmnt/guide.htm](http://www.ilo.org/public/english/protection/safework/managmnt/guide.htm)

- 15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- 16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.
- 17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- 18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Bribery & Corruption:**

- 19. Corruption:** The UN expects UN suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.
- 20. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.
- 21. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects UN suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to a UN staff member in order to facilitate the suppliers business with the UN.
- 22. Post employment restrictions:** Post-employment restrictions apply to UN former staff members and to staff in service who participated in the procurement process, as well as to UN suppliers. For a period of one year following separation from service, former staff members are prohibited from seeking or accepting employment, from a UN supplier. Staff members in service must also refrain from accepting any future employment from a UN supplier, with whom they have been involved with. In case of violations of these provisions, UN Suppliers may be subject to having their registration as a qualified supplier with the United Nations barred, suspended or terminated.

**We encourage UN suppliers to communicate to us any actions taken to improve its business practices and to send us suggestions about how can the UN best contribute to the implementation of the principles set out in this Code of Conduct.**

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the Director, Procurement Division.**

**TECHNICAL EVALUATION SCORING METHODOLOGY**

Annex H

Criteria	Main Rating Indicators	Assessment of the Proposal	Score	Total Score
<b>Responsiveness of Proposal to the Requirements of the RFP</b>	Proposal contains a technical approach and methodology showing understanding of special borehole drilling requirements with respect to plain and screen casing, gravel packing, testing, sanitation, work culture, risk management in drilling, borehole development, environmental protection, safety and lost borehole	Proposal contains numerous strengths showing a clear understanding of the scope of works in 5 or above key areas that including <b>sanitation, risk management, gravel packing, drilling culture, borehole development environmental protection and safety and lost borehole</b>	Exceptional (15 marks)	15
		Proposal contains good strengths showing a clear understanding of the scope of works in 3 key areas e.g <b>sanitation, risk management, gravel packing, drilling culture, borehole development environmental protection and safety and lost borehole</b>	Excellent (10 - 4 mrks)	
		Proposal contains some strengths showing a clear understanding of the scope of works in 3 - 4 key areas <b>sanitation, risk management, gravel packing, drilling culture, borehole development environmental protection and safety and lost borehole</b>	Acceptable (5 - 9 marks)	
		Proposal contains few or no strengths showing a clear understanding of the scope of works in any of the key areas.	Incomplete ( 0 - 4 marks)	
<b>Drilling Management Plan including timelines and contingency plan for replacement of non functional equipment.</b>	Proposal contains a clear timeline (preferably in Gantt chart)	The drilling timeline is very realistic and shows a clear and consistent plan for the deployment of equipment, setup of drilling site, drilling days with expected milestones per day, and execution of post drilling activities.	Exceptional (12 -15 marks)	15
		The drilling timeline is fairly realistic and shows an acceptable and consistent plan for the deployment of equipment, setup of drilling site, drilling days with expected milestones per day, and execution of post drilling activities.	Acceptable (7- 12 marks)	
		The drilling timeline is unrealistic and shows a weak and inconsistent plan for the deployment of equipment, setup of drilling site, drilling days with expected milestones per day, and execution of post drilling activities.	Incomplete ( 0 - 7 marks)	

Criteria	Main Rating Indicators	Assessment of the Proposal	Score	Total Score
<b>Relevant Experience of company borehole drilling</b>	Proposal includes a section that shows company's experience - each experience backed by an authentic work order or purchase order or contract either of which bears the letter head and/or official stamp of the client. Minimum 2 contracts of similar nature and complexity implemented in the last 5 years as main Contractor. To earn half the marks, there must be at least 2 contracts with value or USD 75,000 - USD 100,000 or equivalent. The project must be in borehole drilling.	5 or above borehole drilling projects, with at least 2 costing USD 750,000 and above executed within the past 5 years	Exceptional ( 20marks)	20
		3 or 4 borehole drilling projects with atleast 2 costing USD 75,000 and above executed within the past 5 years	Excellent (10 - 19 marks)	
		2 or below borehole drilling projects,with 1 or below costing USD 75,000 and above executed within the past 5 years	Acceptable (0 - 9 marks)	
<b>Technical capacity of staff to be deployed to the project</b>	Proposal includes details of Technical Staff including lead graduate Engineer (WASH), quality assurance technician, experienced driller	BSc level Project Manager (lead WASH Engineer) with ≥8 years experience, BSc or Diploma level engineer (quality assurance technician Plumbing Engineer) with ≥ 5 years expience	Exceptional ( 15 marks)	15
		BSc level Project Manager (lead WASH Engineer) with 5-7 years experience, BSc or Diploma level engineer (quality assurance technician Plumbing Engineer) with 3-4 years expience	Excellent (10- 14 marks)	
		BSc level Project Manager (lead WASH Engineer) with 2-4 years experience, BSc or Diploma level engineer (quality assurance technician Plumbing Engineer) with ≥ 2 years expience	Acceptable (7 - 9 marks)	
		BSc level Project Manager (lead WASH Engineer) with 0-1 year experience, BSc or Diploma level engineer (quality assurance technician Plumbing Engineer) with less than 2 years expience	Incomplete (0 - 6 marks)	

Criteria	Main Rating Indicators	Assessment of the Proposal	Score	Total Score
<b>Financial Soundness (Annual turnover within pervious five year)</b>	Proposal contains audited financial statements , balance sheet, income statement or bank statements for the past 3 years.	Financial statements , balance sheet, income statement or bank statement shows an annual turn over of USD 750,000 - 1 million USD in at least 1 of the past 3 years	Exceptional ( 18 - 20 marks)	20
		Financial statements , balance sheet, income statement or bank statement shows an annual turn over of USD 500,000 - USD 750,000 and above in at least 1 of the past 3 years	Excellent (14- 17 marks)	
		Financial statements , balance sheet, income statement or bank statement shows an annual turn over of USD 250,000 - USD 500,000 and above in at least 1 of the past 3 years	Acceptable (9 - 13 marks)	
		Financial statements , balance sheet, income statement or bank statement shows an annual turn over of USD 250,000 and above in at least 1 of the past 3 years	Below average (0 - 8 marks )	
<b>Physical Inspection of key equipment required for the drilling</b>	Inspection of Suppliers equipment at his named location	Drilling rig with All machinery, equipment, and materials to carry out the drilling	Available (5 marks)	15
		Plain casing 8 5/8 inch, and stainless steel, continuous slot Johnson screen 8 5/8 inch	Avaliable (2.5 Marks)	
		Pumping unit and Air compressor	Avaliable (2.5 Marks)	
		Drilling mud (bentonite) 7 to 8Tons	Avaliable (2.5 Marks)	