

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

DATE	24 November 2019
BIDDER NAME AND CONTACT (IF CLOSED TENDER)	OPEN TENDER
REQUEST FOR PROPOSAL (RFP)	19/HCR/ROK/SUP/RFP/010
SUBJECT	CONSTRUCTION, AND REHABILITATION TWO SECONDARY SCHOOLS
TYPE OF THE CONTRACT	CONSTRUCTION CONTRACT
DURATION OF THE CONTRACT	ONE TIME AND SUBJECT TO PROPOSED VENDOR WORKPLAN
DELIVERY LOCATION	1. Secondary School-----Al Nimir (Assalaya locality, and in El Daein town) (East Darfur) 2.Secondary School-----Kharasana settlement in Keilak locality (West Kordofan)
CLOSING DATE AND TIME	15th JANUARY 2020 – 15:00 HRS. LOCAL TIME
NUMBER OF PAGES	07

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 16,765 people in 138 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), Khartoum, invites qualified service providers to make a firm offer construct Two Secondary School As below;

- **Secondary School** Al Nimir (Assalaya locality, and in El Daein town) (East Darfur)
- **Secondary School** Kharasana settlement in Keilak locality (West Kordofan)

IMPORTANT: The requirements are detailed in Annex A (BOQ) of this tender document

Other United Nation Agencies, funds and programmes shall be entitled to the same price and terms as those contained in the offers of the successful bidders.

It is strongly recommended that this request for proposal document and its annexes be read thoroughly. Failure to observe the procedure laid out therein may result in disqualification from the evaluation process.

Sub-Contracting: Please take careful note of the article 7 of the attached General Condition of Contract for the provision of civil works (Annex F)

QUALITY CONTROL THROUGHOUT THE CONTRACT PERIOD:

UNHCR will carry out quality inspection of the works during and after implementation UNHCR or its appointed Construction manager shall have the right to disqualify on basis of quality materials that the contractor intends to use and the contractor must replace these materials with the quality that the manager recommends. Details of materials, Articles 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, penalty may be imposed.

UNHCR may appoint an additional contractor to monitor, quality control and conformation of completion of work. By submitting the 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 be construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. RFP DOCUMENTS

The following annexes form integral part of this RFP:

Annex A: 2 Bills of Quantities (BOQ)--Al Nimir & Kharasana settlement

Annex B: Bid data sheet (to be completed and submitted with the technical offer)

Annex C: Drawing of school

Annex D: Scope of Work (SOW)

Annex E: Vendor Registration Form

Annex F: UNHCR General Condition of contracts for the provisional of civil works (To be signed, stamped and submitted in the technical offer)

Annex G: UN Supplier Code of Conduct (To be signed, stamped and submitted in the technical offer)

2.2 ACKNOWLEDGEMENT

We would appreciate you informing us of the receipt of this RFP by return email to MAHMOUID@unhcr.org or salat@unhcr.org. Your conformation of receipt of this RFP & your willingness to submit a bid.

2.3 REQUESTS FOR CLARIFICATION

Site Visit

A site visit will be organized on **8th of December 2019 and 15th December 2019** for bidders that submit their interest to participate in the site visit . This should also be confirmed by email to Mahat Salat salat@unhcr.org and Idris Mahmoud MAHMOUID@unhcr.org and not later than **Thursday 05th of December 2019 at 16.00 hrs local time.**

A maximum of 2 (two) representatives per company is allowed. Names and contact details of the company's representatives must be provided, prior to the Site Visit.

Participation to the site visit shall be at the bidders' own expenses. There will be no reimbursement from UNHCR.

Bidders are required to submit any request for other clarification in respect of this RFP by Email to Mahat Salat salat@unhcr.org or Idris Mahmoud MAHMOUID@unhcr.org at +249 912179190 the deadline for receipts of enquires 15:00 PM 15th December 2019 Sudan Local time. Bidders are requested to keep all questions concise.

IMPORTANT:

Please note that bids submission are not to be sent to the email address above.

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

Bidders are encouraged to undertake a site visit before submitting their bids to have a better idea of deliverables. Bidders should communicate their ideal site visit dates (working hours) through the above mentioned emails.

2.3 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 technical details of the services requested by UNHCR can be found in BOQ Annex A.

The following details shall be provided in the technical offer.

- Company registration: The bidder shall provide complete company profile containing copies of the registration documents with Government authorities, certificate of incorporation, (company should be at least 3 years old)
- Registration with Ministry of Justice Commercial Registrar, Sudanese contractor Association, please annex valid certificates from government, if the registration is expired, bank deposit for renewal slip will only be accepted if the date of deposit slip is before the issue date of this tender.
- Experience of the firm: please provide list of similar contracts costing at least USD 50,000.00 (SDG 2,500,000.00) in the last five years with government, NGOs and UN organization on below format

S/N	Name of Client	Project Description	Value of the project	Project Commencement Date	Project Completion Date
1					

Authentic copies of purchase orders/Contracts and project completion certificate should be provided in technical bids and must bear the letter head and /or official stamps of the client.

UNHCR General Conditions of Contracts for Civil works (October 2000): Your technical offer should contain your acknowledgement of the UNHCR General Conditions of contracts for civil works by signing **Annex F**.

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 E**)

UN suppliers Code of conduct: Your Technical offer should contain your acknowledgement of the UN supplier Code of conduct by **signing Annex. G**.

2.4.2 CONTENT OF THE FINANCIAL OFFER

Your **Financial Offer** could be quoted in either SDG or USD against each line items given in price proposal form. The financial offer is to be submitted as per the BOQ **financial offer form Annex A** and its appendixes. 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 has to be given without all applicable taxes. Financial offer will have 40% weightage.

No additional payment shall be paid by UNHCR for any arrangements held by the awarded company such a transportation cost 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.

You are requested to hold your offer valid for 180 days from the deadline for submission UNHCR will make its best effort to select a supplier within this period. Price quoted in the supplier offer will remain valid for the duration of the contract. UNHCR standard payment terms are within 30 days after satisfactory completion of works, accepted and 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 bit be included as direct cost of the assignment.

2.5 BID EVALUATION:

2.5.1 Technical evaluation 60%

The Bill of Quantities for the “Construction of Secondary School each at Kharasana, AL-Nimir Refugee Camps”. Can be found in **Annex A**. Your technical offer should be concisely presented and structured in the following order to include, but not necessarily limited to the following information:

1. Experience and performance records with other UN Agencies, NGOs or any other major clients and other credentials;
 - i. Experience on similar works
 - ii. List of references for similar projects performed by contractor—10%
2. Certificate of Registration of the Company; (Ministry of Justice, Commercial Registrar, Sudanese contractor Association). 10 %
3. Construction firm grade and certification. 5%
4. Company profile with Valid Trading License to carry services and execute the works mentioned in Annex A, and relevant Financial statements for the last two years (2017 and 2018). 5%
5. Timeframe for completion of the project including the main project milestones; completion period/Work schedule/Work plan. 10%

6. Understanding of proposed Works, Project assumption's and constraints based on your understanding of the project. The methodology/approach to be used in addressing the issues outlined in the BoQ. 10%
7. List of key personnel assigned to the project and their qualifications
List of Equipment owned by the firm to be mobilized and execution of works described in RFP document. 10%

Technical bids will be evaluated based on below criteria:

For the award of contract for this project UNHCR has established a technical evaluation criteria which will govern the selection of proposals received. Evaluation is made on the Technical and Financial basis. The percentage assigned to each component is determined in advance as follows,

S. No	Evaluation Criteria	Percentage obtainable
1	Experience in similar projects	10
2	Registration with Comm.reg + Reg with Contractor association	5
3	Construction Firm Grade	5
4	Company Profile	10
5	Completion period/Work schedule	10
6	Under standing of proposed Works	10
7	Certificates of key personnel and log books of tools and equipment	10
TOTAL		60

Only technically qualified bidders shall be financially evaluated to be technically qualified and eligible for financial bids to be opened, bidders have to fulfill at least all the above criteria above and score at least 60% of 60% or 36%. marks on points.

IMPORTANT:

It should be noted by the companies that 10% equivalent amount of the contract value shall be held by UNHCR during the defects liability period of (6) six months after the substantial completion date onwards

Payments will be made as per the below breakup: -

- A. 15 % payment upon completion of 30% works to be verified by UNHCR engineer, less mobilization advance amount if any.
- B. 30% payment upon completion of 60% works to be verified by UNHCR engineer, less mobilization advance amount if any.
- C. 45% payment upon completion of 100% works to be verified by UNHCR engineer, less mobilization advance amount if any.
- D. Remaining 10% payment will be released upon completion of defect and liability period after conformation by UNHCR engineer. Retention period for construction works is six months.

2.5.2 Financial Evaluation:

Financial bids will be evaluated at 40% 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 price will receive points in inverse proportion to the lowest price e.g (Lowest price)/Quoted Price)*40

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

Total scores=60% of the technical score + 40% of financial score

Importance Note:

Award will be made to the best value. Partial and incomplete bids will not be accepted and in case of any discrepancy like calculation errors, unit rates will be considered.

UN Global compact and other factors: UNHCR supports UN Global initiative put forward on 31st January 1999 by UN Secretary General Antoni Guterres that would bring companies together with UN agencies, labor and civil society to support ten principals 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 PROPOSAL:

The offers must bear your official letter head, clearly identifying your company title address and contact number.

The sealed technical and financial offers shall be clearly separated in one large sealed envelope and marked as technical proposal 19/HCR/ROK/SUP/RFP/10 and financial proposal 19/HCR/ROK/SUP/RFP/010.

Bid should be submitted as follows:

Through courier or by hand to the following address:

Ref: Bid for construction, Rehabilitation for two schools in Al Nimir (Assalaya locality) and Kharasana settlement in Keilak locality.

Please indicate on the sealed master envelope :

**The Secretary of the Bid Opening Committee
UNHCR Representative Office Khartoum
Mohammed Kheir Street
North of Farouk Cemetery
P.O Box 2560**

Deadline: 07th January 2020, 15:00 Hours local Sudan time.

IMPORTANT:

The technical offer and financial offer are to be sent in separate sealed envelopes. Failure to do so may result in disqualification.

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 the bids by notifying on UNHCR website Or in Q and A sheet Or may it deem appropriate by notifying all concerned.

Bidders are required to clearly indicate in the subject field 19/HCR/ROK/SUP/RFP/010. Technical proposal or financial proposal whichever is applicable.

IMPORTANT:

Then financial offer will only be opened for evaluation if the suppliers' technical part of the offer has passed the test and has been accepted by UNHCR as meeting the technical specification.

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 Orders for Services.

UNHCR may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective suppliers in writing. 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 company submitting bids and does not bind itself in any way to select the company offering the lowest price. Furthermore, the contract will be awarded to the bid considered the most qualified and responsive proposal (s) in response to each RFP. Furthermore UNHCR reserves the right to award a partial contract (s) or as 1 complete projects contract to one or more of the most qualified proposal (s) in response to this RFP.

2.10 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this RFP will be made in offer currency. Payment will be made in accordance to the General Conditions for the Purchase of Goods and Services in the currency in which the PO is issued. Payments shall only be initiated after confirmation of satisfactory receipt of goods and services by UNHCR business owner.

2.11 UNHCR CAN ONLY FACILITATE PAYMENTS THROUGH THE LOCAL BANKS AND NOT OUTSIDE OF SUDAN

2.12 UNHCR GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

Please note that the General Conditions of Contract for Civil Works (**Annex F**) 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.

2.13 ZERO TOLERANCE POLICY

Please note that UNHCR strictly follows zero tolerance policy and as such advise suppliers not to offer any gift, favor, hospitality, etc. to UNHCR staff.

Signature

Ganga Rathnayaka

Supply Officer

Supply Unit, UNHCR Khartoum Representation Office

Annex A1 -

Project: NEW SECONDARY SCHOOL

Location: Kharasana settlement in Keilak locality (West Kordofan)

The specified job are all provisional, including provision of materials and workmanship, providing water and electricity for the implementation and all other requirements to implement the job perfectly. bidder must visit the site prior to submission of bid documents. cost of this item should be included /imbedded in the other items.

No.	Description	Unit	Qty	Rate SDG Or USD	Amount SDG or USD
1	MOBILIZATION				
1.1	Mobilization of labor/machinery/workshop for fixing, fabrication and maintaining of any kind of work such as from works, concrete, steel, carpentry ...etc.	Job	1		
2	SITE CLEARANCE				
2.1	Clearing the site after completing the whole Job and before handover.	Job	1		
3	NEW BLOCKS				
3.1	Excavate required depth for foundation 50X70cm, rate includes disposal of excavation to away or selected area/use.	ML	266		
3.2	Supply materials and lay stone foundation with C/S mortar(1:8) 70cm depth by 2 stages 35cm each.	ML	191		
3.3	Supply materials and build brick continues foundation with C/S mortar (1:6) width of wall 40cm, height 50cm	ML	266		
3.4	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for continues foundation 30x40cm, rate to include form works, steel works and all related works	M³	23		
3.5	Supply materials and build brick walls of blocks with C/S mortar (1:8) width of 30cm, including parapet where required, rate to include all related works	M²	764		
3.6	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for tie beams 30x20cm, rate to include form works, steel works and all related works	M³	11.46		
3.7	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for ring beams 30x20cm, rate to include form works, steel works, bolts and all related works	M³	11.46		
3.8	Supply materials and fill sub base layer of selected materials under ground slab of 50cm, rate includes leveling, watering and compaction by 2 layers 25cm each.	M³	160		
3.9	Supply materials and cast 10cm thick concrete (1:3:6) for ground slab, cast in squares 2x2meter, rate includes all related works.	M³	320		
3.10	Supply materials and plaster walls C/S mortar (1:6) for internal and external walls, rate includes walls edges/corners plaster, windows and doors sills and all related works, complete job	M²	1528		
3.11	Supply materials and build brick retaining walls for shades with C/S mortar (1:6) width of 20cm, height 40cm, rate to includes outside plaster and all related works.	ML	75		
3.12	Supply materials and fabricate steel grid from rectangular steel pipes , 8x4cm and 6X3 cm for roof support grids as shows in design, The work includes fixing, anti rust paint, paint, fixing on the tie beams using bolts and all necessary accessories.	M²	402		
3.13	Supply materials and fix a pre painted corrugated steel sheets 0.35mm thick, blue color, as shows in design, fixing on the purlins, trusses drilled nails with washer and all necessary accessories.	M²	402		
3.14	Supply and fix (100 X 200) size new solid steel door, locally made, using heavy steel for door and frame as in attached design, covered with heavy steel sheet, price to include , fixing with hinges, locking system, paint, etc.	No.	2		
3.15	Supply and fix (150 X 200) size new solid steel door, locally made, using heavy steel rectangular pipes for door and frame as in attached design, covered with heavy steel sheet, price to include , fixing with hinges, locking system, paint, etc.	No.	6		
3.16	Supply material and fabricate (120X120) size new steel windows, locally made, using heavy steel pipes for frame as in attached design, covered with ribbed steel plate, with horizontal grills made of 4x8cm pipes, price to includes fixing with hinges, locking system, paint, grills etc.	No.	34		

3.17	Supply materials and Apply quick drying prime (internal walls only) two coats to make the surface of walls adhesive to receive new paint.	LS	1		
3.18	Supply materials and Apply paint (suitable for interior walls) 2 layers of paint (selected colors) (Main blocks), rate includes all related works	LS	1		
3.19	Supply materials and Apply paint (suitable for exterior walls) 2 layers of paint (selected colors) (Main blocks) rate includes all related works	LS	1		
3.20	supply materials and cast conc. Steps 150cm wide and 15cm height for classes (all doors steps)	LS	8		
3.21	supply materials and fabricate smooth cement black boards for classrooms, painted in black 2 layers suitable paint for writing.	No.	6		
4	STEEL WORKS/SHADES				
4.1	supply materials and fabricate steel shade 33.5X 2.5 meter in front of classes, frame made of steel rectangular pipes 5x10cm and 4x8cm for grids, on 3" steel pipes @ 3 meter, 2.6 Meter height clear, 40 cm in conc. base 1:2:4 (total 3.0M) roof of corrugated steel sheets 0.35mm thick as shown with attached design, complete job with anti rust paint and final paint	M ²	168		
4.2	Supply materials and fill sub base layer of selected materials for verndas, 50cm height, rate includes leveling, watering and compaction by 2 layers 20cm each.	M ³	67		
4.3	supply materials and cast 10cm plain conc. mix 1:3:6 For shade floors in 2X2 Meter squares, rate includes preparation of under conc. and all related works	M ²	140		
4.4	supply materials and fabricate chain link fence, 2.5 meter height, 3" steel supporter @ 3 meters, 50cm conc. Base, rate includes all related works	ML	200		
4.5	Supply and fix (300 X 200) size new solid steel door, with small 1 Meter door inside, locally made, using heavy steel for door and frame as in attached design, covered with blue fiber glass sheet, price to include , fixing to wall, locking system, paint, etc.	No.	1		
5	LATRENES (5 doors + 2 doors blocks)				
5.1	Excavate to the required depth for pit. The work includes disposal of excavation to an approved area.	M3	80		
5.2	Excavate to the required depth for foundation. The work includes disposal of excavation to an approved area.	ML	20		
5.3	supply and construct stone foundation with cement mortar (1:8)	M3	10		
5.4	Supply materials and cast 30X35cm reinforced concrete beam (1:2:4) for the ground slab beam, rate includes all related works	M3	5.8		
5.5	supply materials and construct a sub base layer of selected materials under the corridor goround slab of 35cm, work includes leveling and compaction.	M ³	5		
5.6	supply materials and cast 10cm thick PL concrete (1:3:6) for corridor goround slab	M ²	14.5		
5.7	Supply materials and cast reinforce concrete slab 15cm (1:2:4) with bars 12mm @ 15 cm c/c, includes installation of PVC ventilation pipes 4" , rate includes all related works	M3	4.5		
5.8	Supply materials and build brick continues foundation with cement mortar (1:8). The width of wall 40cm (two bricks) under the reinforced slab beam, rate includes all related works	M ²	189		
5.9	Supply materials and build brick for walls of Latrine and the parapet wall with c/s mortar (1:8) The width of wall 20cm (one brick). rate includes all related works	M ²	162		
5.10	Supply materials and lay plaster of cement mortar (1:6) for internal and external walls and parapet. rate includes all related works	M ²	324		
5.11	supply materials and apply paint to latrenes blocks, rate includes all related works.	LS	2		
5.12	Supply materials and fix a hollow rectangular steel section 60x30mm as a purlin. The work includes pre painting, fixing on the rafters using all necessary plates, bolts, welding and accessories.	M ²	36		
5.13	Supply and fix a pre painted corrugated steel sheets 0.35mm thick, The work includes, fixing steel gutter, fixing on the purlins using hexagon head, drilled nails with washer and all necessary bars, bolts, and accessories.	M ²	36		
5.14	Supply material and fabricate steel door of size 80x180cm with frames And rabid steel sheet and accessories including lock, rate includes fixing on wall	NO.	14		

7	EXTERNAL FLOORS				
7.1	Supply materials and backfill of the compound to ensure flood protection with selected materials height of 40cm, rate includes leveling and compaction.	M ³	1000		
8	WATER SUPPLY				
8.1	supply 500 GL water tank of approved type, price include provision of tank and 100cm height steel stand 150X150cm, rate includes all needs and requirements to implement the job properly	LS	1		
8.2	supply taps steel stand, rate includes provision of tabs, pipe connection to tank, as in shared design, 70cm height stand, 240cm long, rate includes all requirements to implement the job properly	LS	1		
9	UNSEEN				
9.1	Miscellaneous (unseen works)(5%)	LS	1		
TOTAL WORKS SDG					

The specified job are all provisional, including provision of materials and workmanship, providing water and electricity for the implementation and all other requirements to implement the job perfectly. bidder must visit the site prior to submission of bid documents. cost of this item should be included /imbedded in the other items.

No.	Description	Unit	Qty	Rate SDG or USD	Amount SDG or USD
1	MOBILIZATION				
1.1	Mobilization of labor/machinery/workshop for fixing, fabrication and maintaining of any kind of work such as from works, concrete, steel, carpentry ...etc.	Job	1		
2	SITE CLEARANCE				
2.1	Clearing the site after completing the whole Job and before handover.	Job	1		
3	NEW BLOCKS				
3.1	Excavate required depth for foundation 50X70cm, rate includes disposal of excavation to away or selected area/use.	ML	266		
3.2	Supply materials and lay stone foundation with C/S mortar(1:8) 70cm depth by 2 stages 35cm each.	ML	191		
3.3	Supply materials and build brick continues foundation with C/S mortar (1:6) width of wall 40cm, height 50cm	ML	266		
3.4	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for continues foundation 30x40cm, rate to include form works, steel works and all related works	M³	23		
3.5	Supply materials and build brick walls of blocks with C/S mortar (1:8) width of 30cm, including parapet where required, rate to include all related works	M²	764		
3.6	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for tie beams 30x20cm, rate to include form works, steel works and all related works	M³	11.46		
3.7	Supply materials and cast reinforced concrete (1:2:4) with 4Ø12mm steel bars for ring beams 30x20cm, rate to include form works, steel works, bolts and all related works	M³	11.46		
3.8	Supply materials and fill sub base layer of selected materials under ground slab of 50cm, rate includes leveling, watering and compaction by 2 layers 25cm each.	M³	160		
3.9	Supply materials and cast 10cm thick concrete (1:3:6) for ground slab, cast in squares 2x2meter, rate includes all related works.	M³	320		
3.10	Supply materials and plaster walls C/S mortar (1:6) for internal and external walls, rate includes walls edges/corners plaster, windows and doors sills and all related works, complete job	M²	1528		
3.11	Supply materials and build brick retaining walls for shades with C/S mortar (1:6) width of 20cm, height 40cm, rate to includes outside plaster and all related works.	ML	75		
3.12	Supply materials and fabricate steel grid from rectangular steel pipes , 8x4cm and 6X3 cm for roof support grids as shows in design, The work includes fixing, anti rust paint, paint, fixing on the tie beams using bolts and all necessary accessories.	M²	402		
3.13	Supply materials and fix a pre painted corrugated steel sheets 0.35mm thick, blue color, as shows in design, fixing on the purlins, trusses drilled nails with washer and all necessary accessories.	M²	402		
3.14	Supply and fix (100 X 200) size new solid steel door, locally made, using heavy steel for door and frame as in attached design, covered with heavy steel sheet, price to include , fixing with hinges, locking system, paint, etc.	No.	2		
3.15	Supply and fix (150 X 200) size new solid steel door, locally made, using heavy steel rectangular pipes for door and frame as in attached design, covered with heavy steel sheet, price to include , fixing with hinges, locking system, paint, etc.	No.	6		
3.16	Supply material and fabricate (120X120) size new steel windows, locally made, using heavy steel pipes for frame as in attached design, covered with ribbed steel plate, with horizontal grills made of 4x8cm pipes, price to includes fixing with hinges, locking system, paint, grills etc.	No.	34		

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3-17	Supply materials and Apply quick drying prime (internal walls only) two coats to make the surface of walls adhesive to receive new paint.	LS	1		
3-18	Supply materials and Apply paint (suitable for interior walls) 2 layers of paint (selected colors) (Main blocks), rate includes all related works	LS	1		
3-19	Supply materials and Apply paint (suitable for exterior walls) 2 layers of paint (selected colors) (Main blocks) rate includes all related works	LS	1		
3-20	supply materials and cast conc. Steps 150cm wide and 15cm height for classes (all doors steps)	LS	8		
3-21	supply materials and fabricate smooth cement black boards for calssrooms, painted in black 2 layers suitable paint for writing.	No.	6		
4	STEEL WORKS/SHADES				
4-1	supply materials and fabricate steel shade 33.5X 2.5 meter in front of classes, frame made of steel rectangular pipes 5x10cm and 4x8cm for grids, on 3" steel pipes @ 3 meter, 2.6 Meter height clear, 40 cm in conc. base 1:2:4 (total 3.0M) roof of corrugated steel sheets 0.35mm thick as shown with attached design, complete job with anti rust paint and final paint	M ²	168		
4-2	Supply materials and fill sub base layer of selected materials for verndas, 50cm height, rate includes leveling, watering and compaction by 2 layers 20cm each.	M ³	67		
4-3	supply materials and cast 10cm plain conc. mix 1:3:6 For shade floors in 2X2 Meter squares, rate includes preparation of under conc. and all related works	M ²	140		
4-4	supply materials and fabricate chain link fence, 2.5 meter height, 3" steel supporter @ 3 meters, 50cm conc. Base, rate includes all related works	ML	200		
4-5	Supply and fix (300 X 200) size new solid steel door, with small 1 Meter door inside, locally made, using heavy steel for door and frame as in attached design, covered with blue fiber glass sheet, price to include , fixing to wall, locking system, paint, etc.	No.	1		
5	LATRENES (5 doors + 2 doors blocks)				
5-1	Excavate to the required depth for pit. The work includes disposal of excavation to an approved area.	M3	80		
5-2	Excavate to the required depth for foundation. The work includes disposal of excavation to an approved area.	ML	20		
5-3	supply and construct stone foundation with cement mortar (1:8)	M3	10		
5-4	Supply materials and cast 30X35cm reinforced concrete beam (1:2:4) for the ground slab beam, rate includes all related works	M3	5.8		
5-5	supply materials and construct a sub base layer of selected materials under the corridor goround slab of 35cm, work includes leveling and compaction.	M ³	5		
5-6	supply materials and cast 10cm thick PL concrete (1:3:6) for corridor gorund slab	M ²	14.5		
5-7	Supply materials and cast reinforce concrete slab 15cm (1:2:4) with bars 12mm @ 15 cm c/c, includes installation of PVC ventilation pipes 4" , rate includes all related works	M3	4.5		
5-8	Supply materials and build brick continues foundation with cement mortar (1:8). The width of wall 40cm (two bricks) under the reinforced slab beam, rate includes all related works	M ²	189		
5-9	Supply materials and build brick for walls of Latrine and the parapet wall with c/s mortar (1:8) The width of wall 20cm (one brick). rate includes all related works	M ²	162		
5-10	Supply materials and lay plaster of cement mortar (1:6) for internal and external walls and parapet. rate includes all related works	M ²	324		
5-11	supply materials and apply paint to latrenes blocks, rate includes all related works.	LS	2		
5-12	Supply materials and fix a hollow rectangular steel section 60x30mm as a purlin. The work includes pre painting, fixing on the rafters using all necessary plates, bolts, welding and accessories.	M ²	36		
5-13	Supply and fix a pre painted corrugated steel sheets 0.35mm thick, The work includes, fixing steel gutter, fixing on the purlins using hexagon head, drilled nails with washer and all necessary bars, bolts, and accessories.	M ²	36		
5-14	Supply material and fabricate steel door of size 80x180cm with frames And rabid steel sheet and accessories including lock, rate includes fixing on wall	NO.	14		
7	EXTERNAL FLOORS				

msf

7.1	Supply materials and backfill of the compound to ensure flood protection with selected materials height of 40cm, rate includes leveling and compaction.	M ³	1000		
8	WATER SUPPLY				
8.1	supply 500 GL water tank of approved type, price include provision of tank and 100cm height steel stand 150X150cm, rate includes all needs and requirements to implement the job properly	LS	1		
8.2	supply taps steel stand, rate includes provision of tabs, pipe connection to tank,as in shared design, 70cm height stand, 240cm long,rate includes all requirements to implement the job properly	LS	1		
9	UNSEEN				
9.1	Miscellaneous (unseen works)(5%)	LS	1		
TOTAL WORKS SDG					

nyk

Annex B

FORM OF BID

To U N HCR Representation Office UNHCR Branch Office Khartoum, Ahmed Kheir Street (North of Farouk Cemetery), P.O. Box 2560, Khartoum, Sudan.

Dear Sir,

I/We,

(Name and address of the bidder) have read the various terms and conditions of the tender documents attached herewith duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance for a period of 180 days following the closure of submission due date and time.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant with the conditions therein, including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, etc., availability of local labor (both skilled and unskilled), relevant labor rates and labor laws, the existing road and approaches to the site of work, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for various items in the Financial offer form taking into account all the above factors and we offer to do the work " **Construction and rehabilitation for two secondary schools** " as per Technical Specifications and General & Special Conditions of Contract at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issuance of Purchase Order from UNHCR.

Thanking you,

Yours Faithfully,

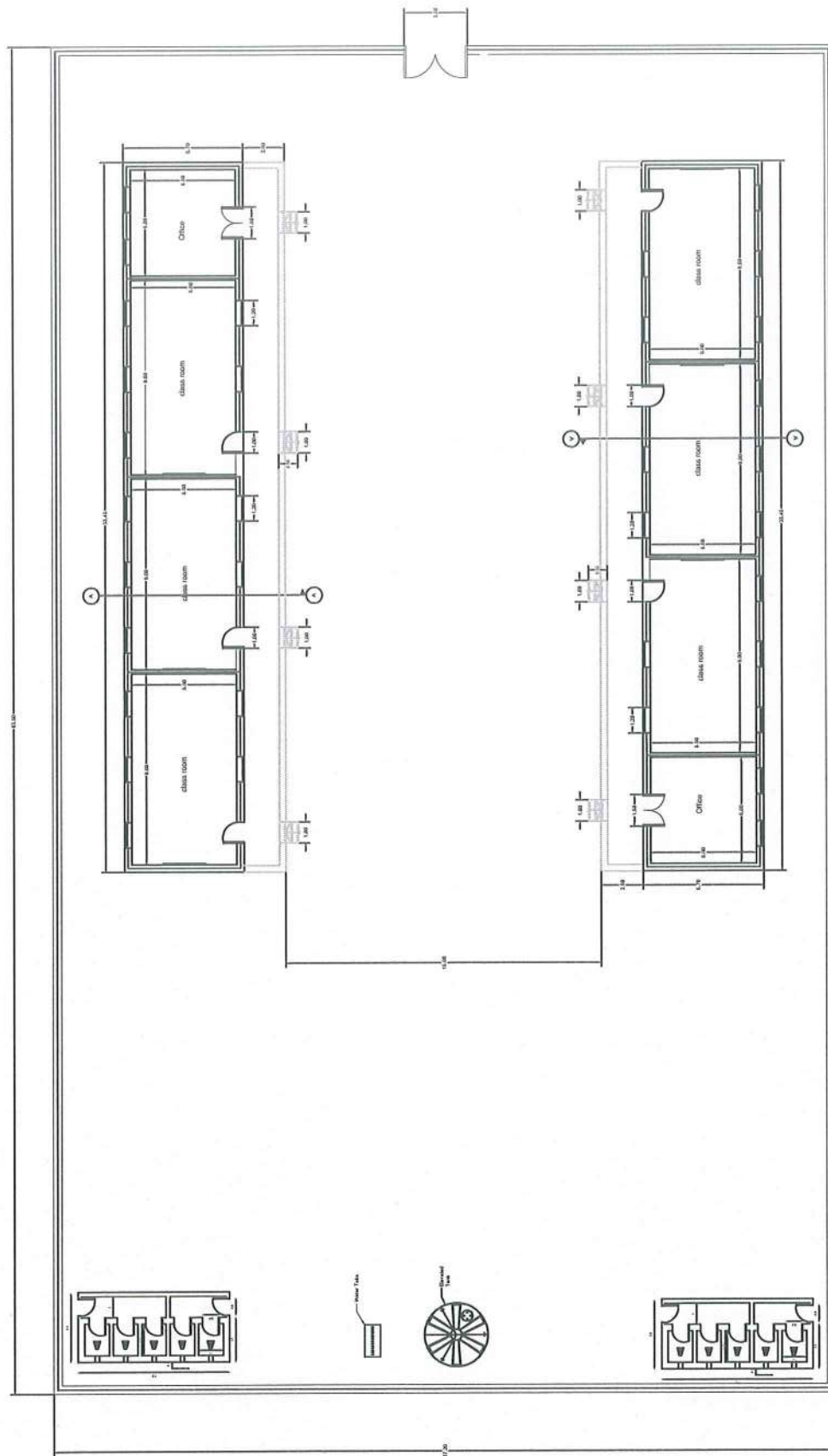
Signature _____ in capacity of _____ duly authorized to sign bids for and on behalf of:
_____(In Block capital letters)

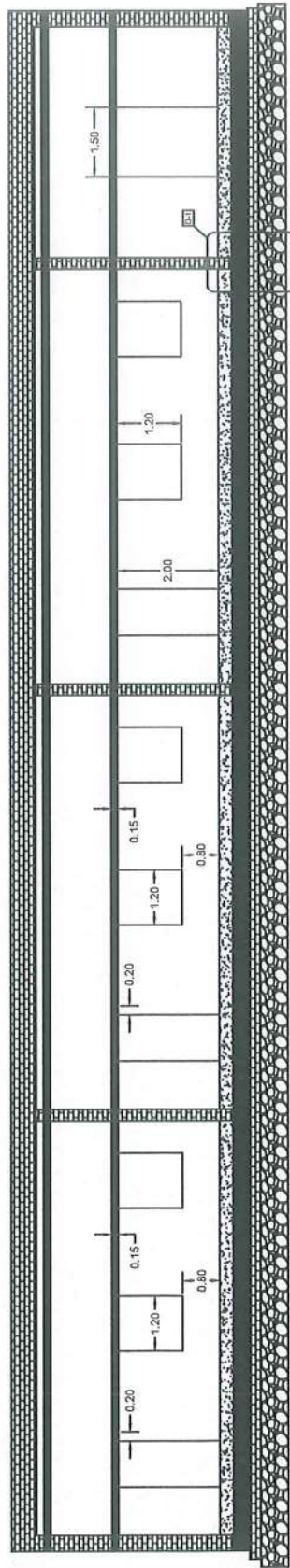
Date this _____ day of 2019.

Signature _____ in capacity of _____ duly authorized to sign bids for and on behalf of:
_____(In Block capital letters)

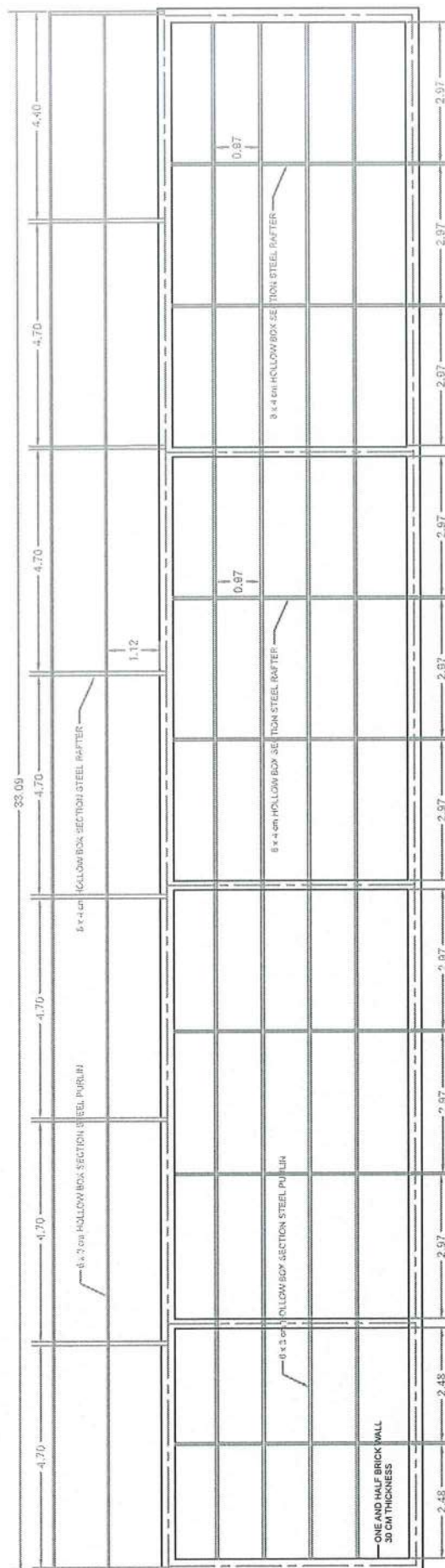
Date this _____ day of 2019

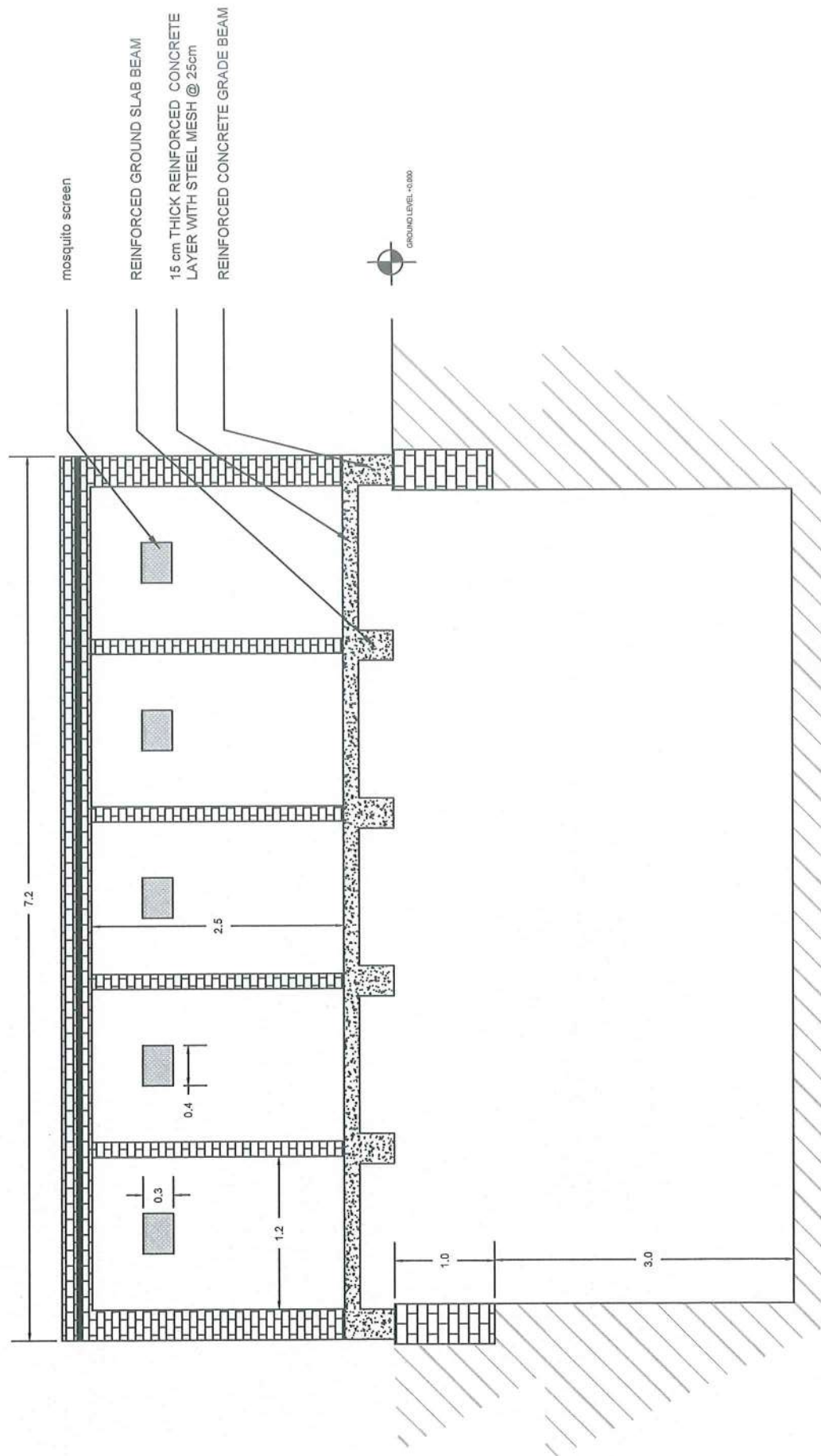
I Kindly ensure to have UNHCR's representative sign this page when you make the site visit. The page should not be separated from the tender documents,



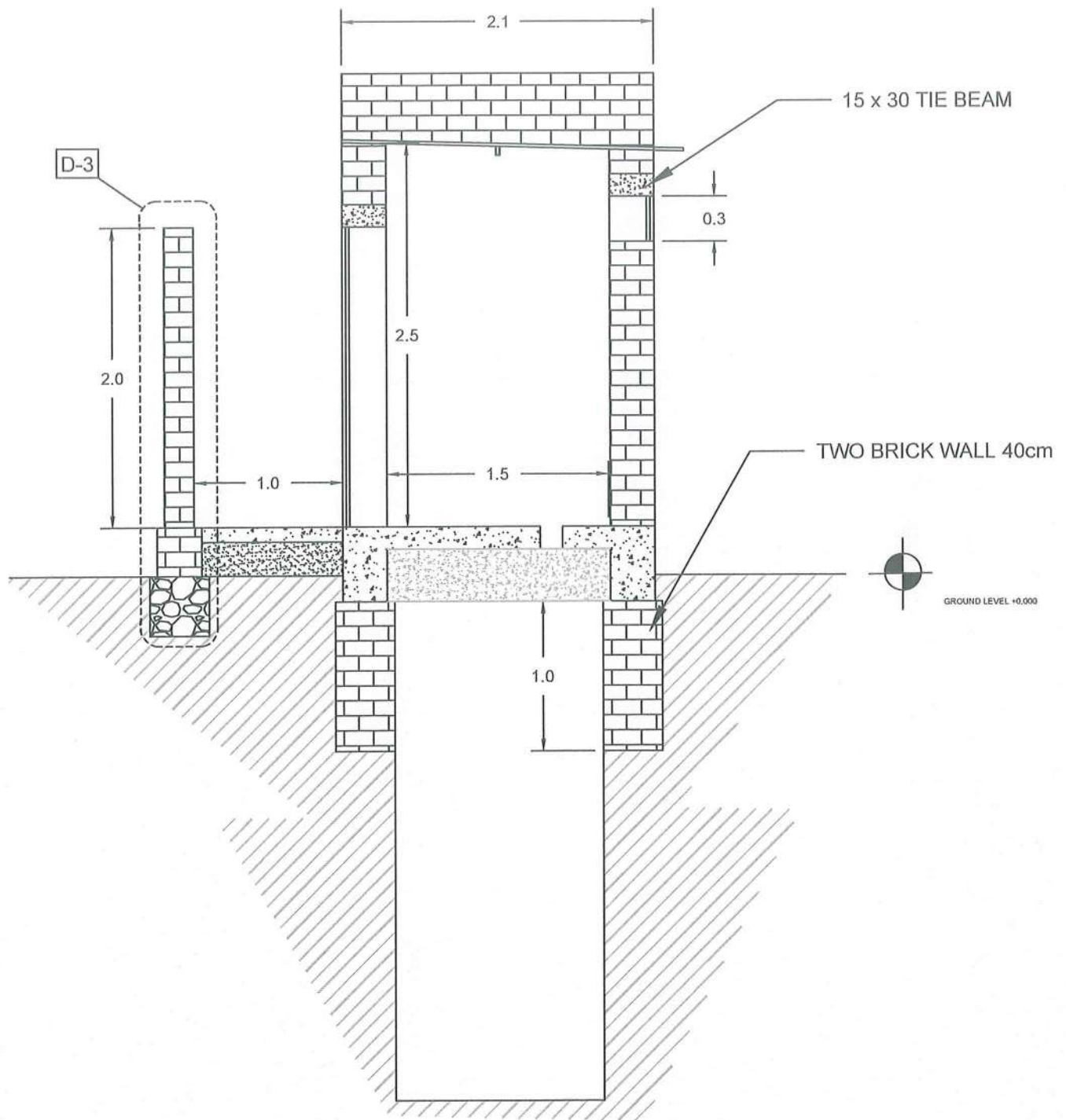


SECTION B-B



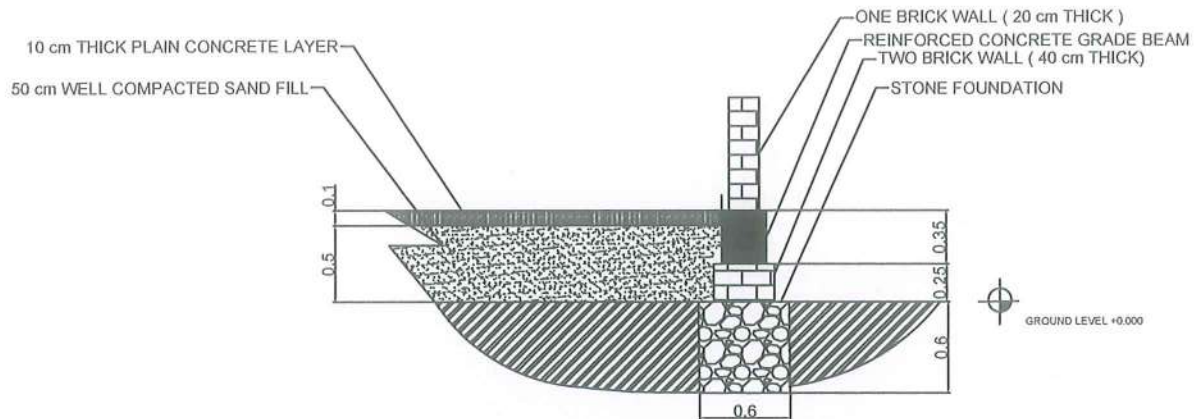


LATRINE SECTION B-B

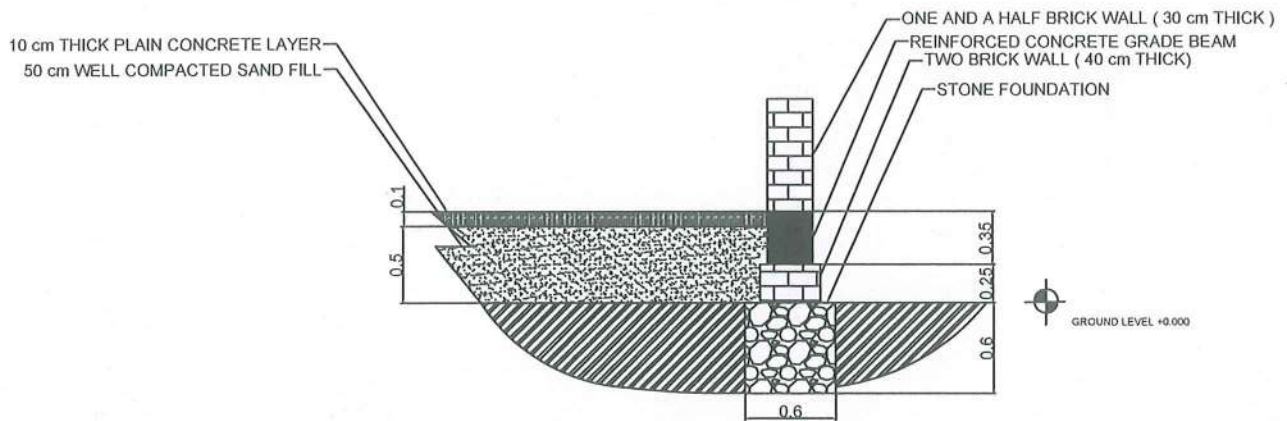


LATRINE SECTION A-A

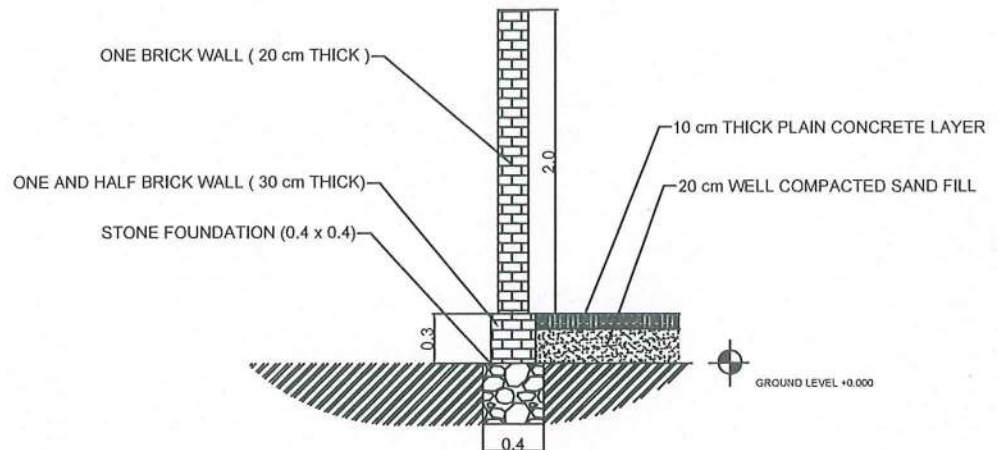
Internal Wall Foundation (D-1)

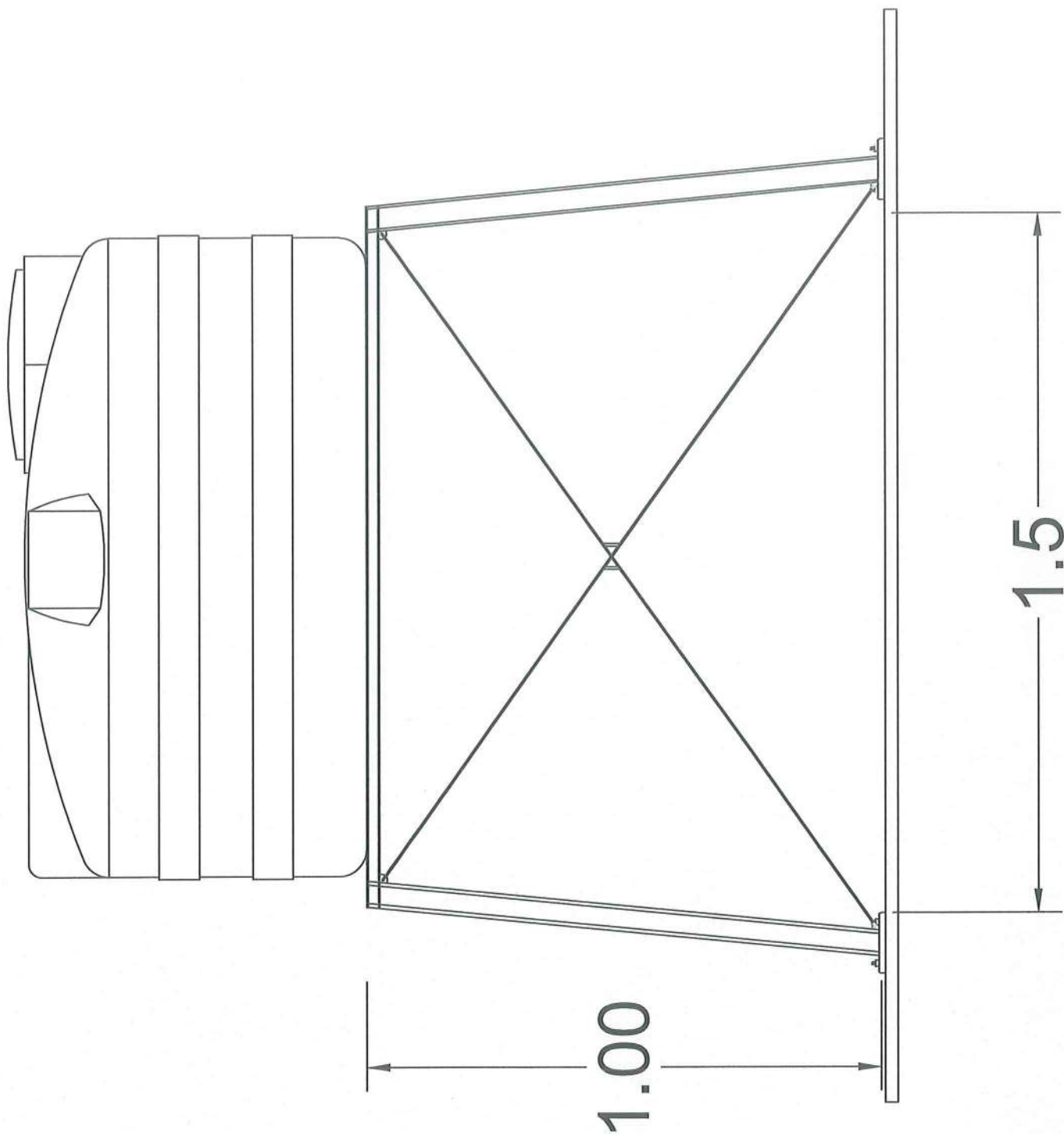


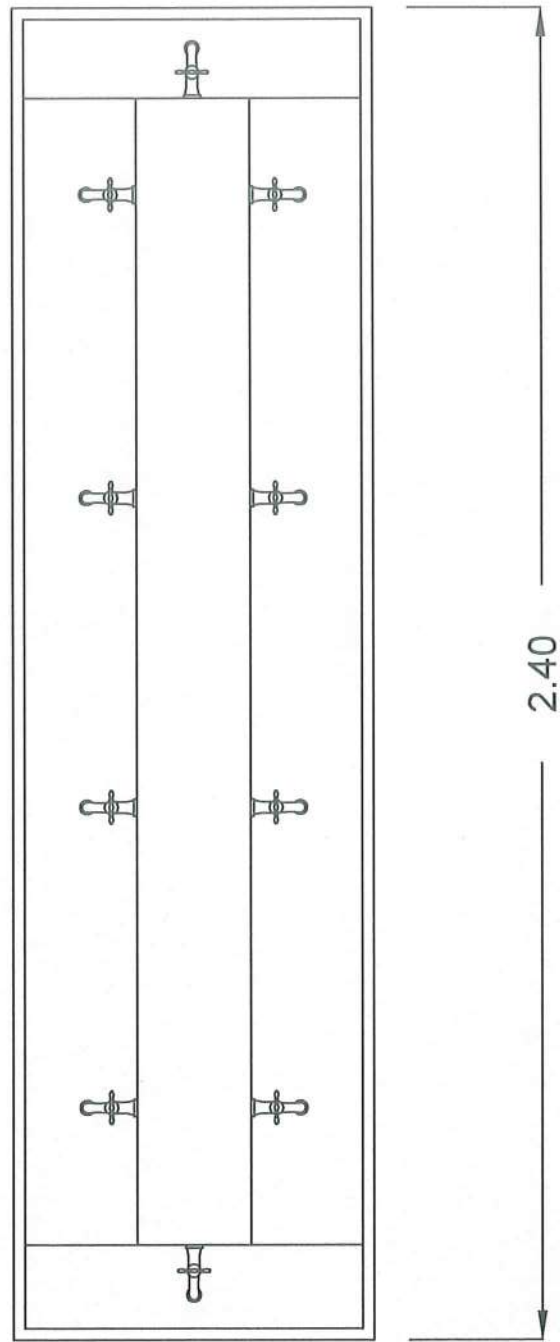
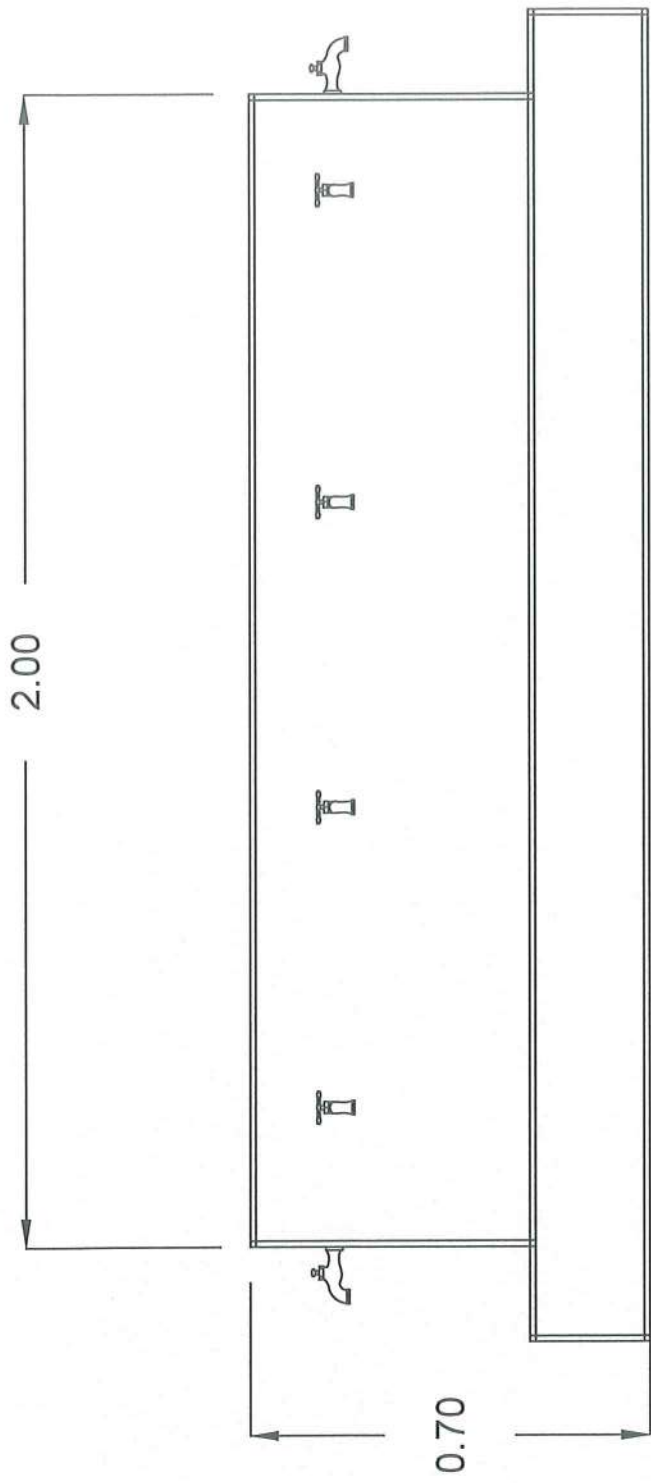
External Wall Foundation (D-2)

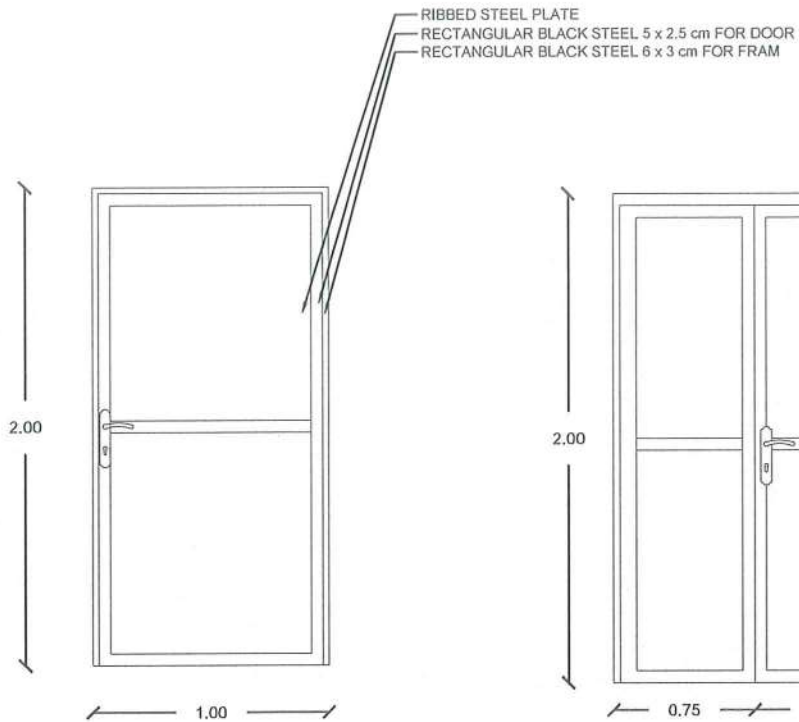


CORRIDOR WALL FOUNDATION (D-3)

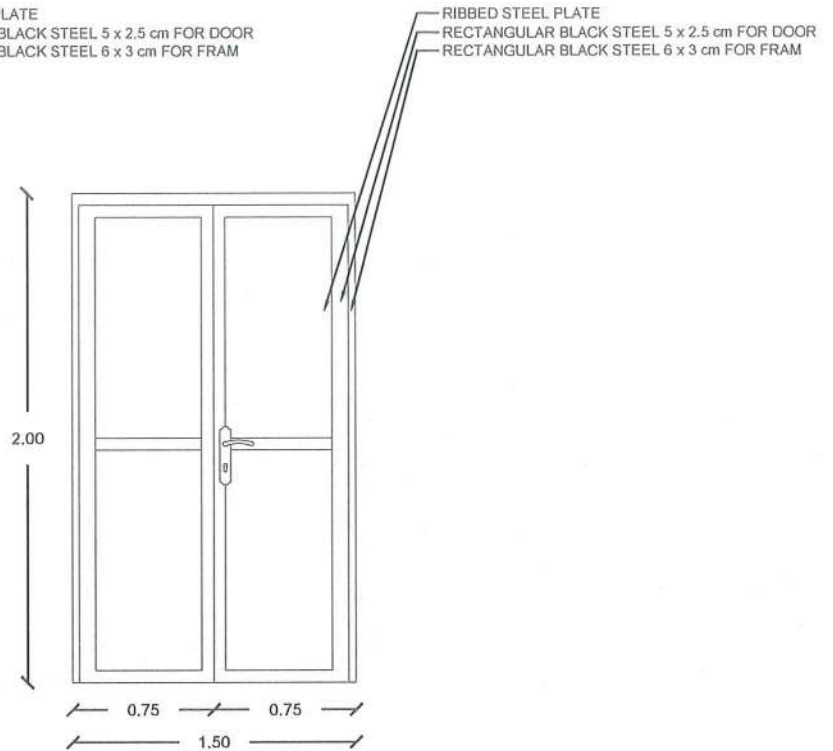




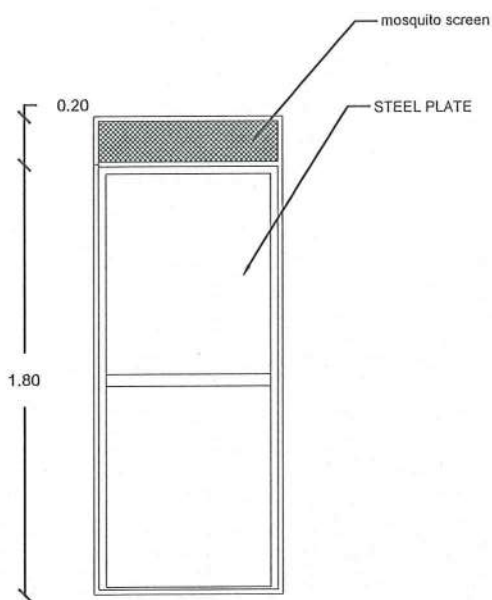




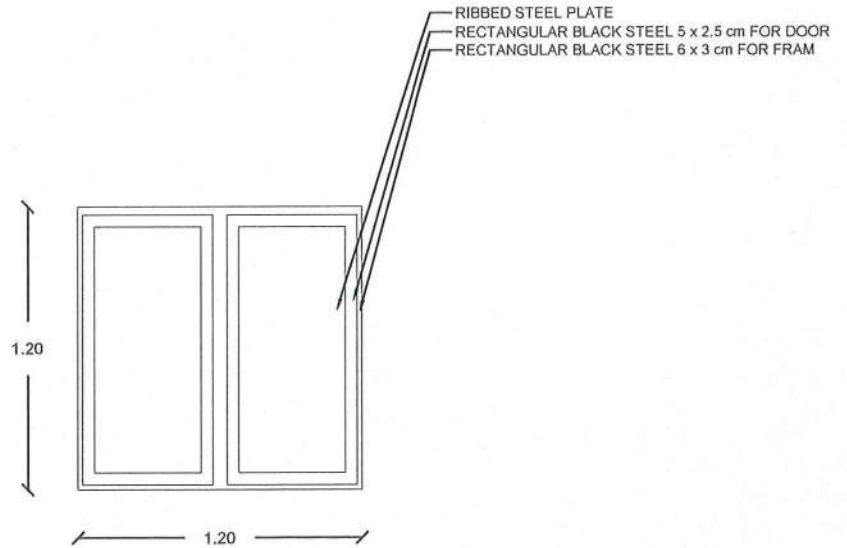
CLASS ROOM DOOR



STORE DOOR



LATRINE DOOR



CLASS ROOM WINDOW

Scope of Work

Annex D

- The objective of the contract is to construct Two Secondary School As below;
 1. **Secondary School** Al Nimir (Assalaya locality, and in El Daein town) (East Darfur)
 2. **Secondary School** Kharasana settlement in Keilak locality (West Kordofan)
- The construction of the building must be as mentioned in the design and spics
- The work includes civil work, excavation, backfilling, details of the works are provided in the bill of quantities (BOQ) and the design. Annex A.
- UNHCR supervision engineer or partner engineers inspect the quality of the works implemented by the contractor. The work done must be within the engineering specification/ slandered and time limit.
- All the work must be done as per the international and Sudanese construction codes, instruction of the supervision engineer, UNHCR general condition of contracts for civil works and UNHCR general condition of the provision of mixed goods and services
- The day to day works is overseen by the UNHCR or partner engineers, if not then daily progress must be shared along with pictures with UNHCR engineer
- The supervision Engineer can demand lab test, certificate of origin and quality to ensure quality of the material used and work of the contractor
- The contractor shall appoint a qualified staff for the project with proven experience in the particular field, who should remain on site full time
- The contractor should submit daily and weekly reports and will be endorsed by UNHCR engineer or designated partner engineer
- The successful contractor will be required to complete all the works as per BOQ/ design within the specific period of time mentioned in the attached document (Annex)

TECHNICAL SPECIFICATIONS	
S NO	Description
1	All work is to be carried out in accordance with specification stated in this document and BOQ and as directed by UNHCR Engineer. All apparatus, materials and all works carried out shall comply with all the requirements of UNHCR. Payment shall be on the basis of measurement and of unit rates included in the bill of quantity (BOQ). Details and extent of work are shown of in the drawings accompanying these specifications and other details not shown in plans shall be furnished by UNHCR Engineer during the pace of construction It is the duty of the Contractor to examine carefully, compare and verify dimensions and data furnished by UNHCR. Should there be any discrepancy between indications on drawings and provisions in specifications same shall be referred to the Engineer of UNHCR for his decision on the matter before any adjustment shall be made by the Contractor and whose opinion shall be final.
2	WORKMANSHIP All operations required under any and all parts of the specifications shall be undertaken in a neat, workmanship. Only skilled personnel with sufficient experience in similar operations shall be allowed to undertake the same.
3	EXCAVATION Prices for excavation are to include for excavating in all type of materials encountered. Prices are also to include levelling and ramming bottom of excavations and for destroying all termites (treating the soil with anti termite) in the vicinity.



	BRICKS Bricks should be well burnt Class A, free from crack and with sharp angular edge size 20 x 10 x 5cm or as per approved. The BBW should be of uniform shape and standard size. It should give ringing sound when struck with each other, when broken should show a bright homogeneous and free from voids. It should not absorb water more than 20% by weight when soaked in water for a period of 24 hours.
4	In case of non-availability of quality bricks in the area, the contractor blocks (size 40 x 20 x 10cm) may go for the usage of concrete blocks after the written approval from the client. While lying, the bricks/ Blocks shall be thoroughly bedded and flushed with mortar. it shall be laid in proper bonds. Not more than 1m height of wall shall be built in a day. Where it would be necessary to carry on the same section of a building, the bricks/ blocks shall be raked so as to maintain a uniform and effectual bond and to receive the rendering/plastering.
5	MASONRY WORK Stone used for masonry shall be hard, strong, dense, durable, clean and free from dirt and any other foreign matter. While laying the stones shall be thoroughly bedded and flushed with mortar. The stone shall be laid in proper bonds. Where it would be necessary to carry on the same section of a building, the stone shall be prepared so as to maintain a uniform and effectual bond. Masonry wall should be built up to 2.6m high.
6	AGGREGATE Aggregate should be broken or crushed hard stone. It shall be hard, strong, dense, durable, clean and free from dirt and any other foreign matter. It shall be roughly cubical in shape.
7	SAND Natural River sand or pit sand should be used. It shall be clean and free from dust, dirt and organic matters.
8	STONE The stone must be hard, tough, durable and free from any defect stone used for foundation shall be hard basaltic stone in large pieces free of cracks, or veins of soft matter. Stone used for external walls shall be hard sound stone of approved colour and source. Stone work for exposed external walling shall be cut and dressed.
9	CONCRETE Proportion of concrete mix shall be 1:2:4 mix. Mixing of concrete shall be made on a platform to keep it clear and free from any foreign materials. After laying of the concrete, it shall be well compacted with the wooden or iron rammer. The concrete shall be cured with water for a minimum period of 7 days. The area where concrete is to be laid shall be clean and wet before laying concrete. • All concrete work should be vibrated using vibrator and the concrete should be mixed using concrete mixer. • All concrete work should be cured for at least a minimum of 15 days • The footing and the short columns have to be casted at the same time • Roof slab concrete must be casted in the same time • The upper level floor should be casted after 14 days after the columns have been completed.
10	MORTAR Mortar is a binding material for stone, brick and block used in the construction of wall and foundation. Cement is mixed with sand and portable water to form a uniform paste. A cement mortar of (as described in the BOQ) mixes shall be used.
11	PLASTERING The surface of the wall shall be prepared to receive the plaster. All the joints of the masonry/brick are to be raked out to a depth of 15 to 20mm and the wall shall be washed and thoroughly wetted. The finished plastered surface shall then be cured by sprinkling water or keep the surface damp.

ng

12	STORAGE OF MATERIAL The materials shall be stored in such a way that contamination is not possible. Cement shall be protected from moisture, it shall never be stored directly on the soil and it shall be stored in a suitable waterproof manner. It shall not be stored for more than 120 days from the date of receipt. Aggregate shall be stored in such a way that mixing of the different types cannot occur. Reinforcement steel shall be kept free from contact of soil and contamination.
13	SITE HAND OVER The site shall be handed over in a clean environment conditions
14	Communication/ Information Sharing The contractor must share regular updates on the progress along with pictures
15	Workplan A complete work-plan must be shared in accordance to the proposed schedule for each project, which includes; • Complete project work plan • Reporting schedule
16	ABBREVIATIONS Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- C.U.M -Shall mean cubic metre S.Q.M -Shall mean square metre L.M -Shall mean linear metre MM -Shall mean Millimetre Kg. -Shall mean Kilogramme No. -Shall mean Number Prs. -Shall mean Pairs B.S. -Shall mean the British Standard m.s -Shall mean measured separately

34

E



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 ¹ :	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 ² :
26. Account currency ³ :	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	

¹ 3 years of operation is a minimum.

² 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.

³ 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:

Organization: Value: Year: Goods/Services Supplied: Destination:

_____	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).

(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.lic-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 sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (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's 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

PERFORMANCE 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:

مدونة قواعد السلوك لموردي الأمم المتحدة - التفتيح ٦ - كانون الأول/ديسمبر ٢٠١٧

مدونة قواعد السلوك لموردي الأمم المتحدة

ميثاق الأمم المتحدة: القيم المكرسة في ميثاق الأمم المتحدة، كاحترام حقوق الإنسان الأساسية والعدالة الاجتماعية، والكرامة الإنسانية، واحترام المساواة في الحقوق بين الرجل والمرأة، هي بمثابة الأهداف العليا التي يتوقع من موردي الأمم المتحدة^(١) بلوغها.

الاتفاق العالمي: الاتفاق العالمي هو شبكة دولية طوعية لمواطنة الشركات التي أنشئت لدعم مشاركة كل من القطاع الخاص والجهات الاجتماعية الفاعلة الأخرى لتعزيز المواطنة المسؤولة للشركات والمبادئ الاجتماعية والبيئية العالمية من أجل التصدي لتحديات العولمة. وتشجع الأمم المتحدة بقوة جميع الموردين على المشاركة بنشاط في الاتفاق العالمي. وتحقيقاً لهذا الغرض، وضعت هذه المدونة اعترافاً بأهمية المبادئ العشرة الواردة في اتفاق الأمم المتحدة العالمي، ويُنظر إليها على أنها وسيلة هامة لدمج مبادئ الاتفاق في عمليات الأمم المتحدة. وتعالج المدونة المسائل المدرجة في الاتفاق في مجالات حقوق الإنسان، والعمل، والبيئة، ومكافحة الفساد، كما ينبغي تفسير هذه المدونة بطريقة تتفق والاتفاق العالمي. وفي وسع الموردين المهتمين بدعم الاتفاق العالمي والراغبين في الحصول على مزيد من المعلومات بشأن المبادئ العشرة، زيارة موقع الاتفاق العالمي على الشبكة www.unglobalcompact.org.

الاتفاقيات والتوصيات الدولية المتعلقة بالعمل: تُعتبر معايير العمل الدولية (أي الاتفاقيات والتوصيات) على النحو الذي وضعته منظمة العمل الدولية، وهي الوكالة الثلاثية المتخصصة المرتبطة بالأمم المتحدة، بمثابة الأساس الذي يقوم عليه معظم هذه المدونة لقواعد السلوك. وتتوقع الأمم المتحدة من أي مورد يقدم منتجات أو خدمات إلى الأمم المتحدة أن يتقيد بقيم ميثاقها، وبالمبادئ المتعلقة بمعايير العمل الدولية التي يرد موجز لها في الفقرات من ٤ إلى ٩ أدناه^(٢).

١ - نطاق التطبيق: تنص أحكام مدونة قواعد السلوك هذه على ما تتوقعه الأمم المتحدة من جميع الموردين المسجلين لدى الأمم المتحدة ومن تتعامل معهم. وتتوقع الأمم المتحدة أن تنطبق هذه المبادئ على الموردين وموظفيهم، وعلى الكيانات الأم والكيانات الفرعية والمرتبطة بهم، والمتعاقدين معهم من الباطن. وتتوقع الأمم المتحدة من الموردين أن يكفلوا إبلاغ موظفيهم، والكيانات الأم والكيانات الفرعية والمرتبطة بهم، والمتعاقدين معهم من الباطن بمدونة قواعد السلوك هذه، وأن يتم ذلك باللغة المحلية وبطريقة يفهمها الجميع. ولكي يتسنى للمورد أن يسجل نفسه في قوائم موردي الأمم المتحدة أو أن يقوم بأعمال تجارية مع الأمم المتحدة، يجب عليه أن يقرأ هذه المدونة التي تتضمن قواعد السلوك وأن يقر بأنها تنص على المعايير الدنيا المتوقعة من موردي الأمم المتحدة. وبالإضافة إلى ذلك، ينبغي أن يلاحظ الموردون أن بعض أحكام مدونة قواعد السلوك هذه ستكون ملزمة للموردين في حالة منح أحدهم عقداً من عقود الأمم المتحدة عملاً بأحكام وشروط أي عقد من هذا القبيل. وقد يمنع عدم الامتثال لبعض الأحكام كذلك الموردين من التأهل للحصول على عقد ما، على النحو المبين في وثائق الالتماس الصادرة عن

(١) في هذه المدونة لقواعد السلوك، تشير عبارة "الأمم المتحدة" إلى الأمانة العامة للأمم المتحدة، وبرامج الأمم المتحدة وصناديقها، والوكالات المتخصصة التابعة للأمم المتحدة والكيانات الأخرى التي تنتمي إلى منظومة الأمم المتحدة التي اعتمدت هذه المدونة لقواعد السلوك عن طريق شبكة المشتريات التابعة للجنة الرفيعة المستوى المعنية بالإدارة.

(٢) يمكن الحصول على النص الكامل لاتفاقيات منظمة العمل الدولية من الموقع: www.ilo.org/global/standards/lang-en/index.htm



منظمة أو أكثر من منظمات الأمم المتحدة. والموردون المحتملون مدعون إلى استعراض الأحكام والشروط المحددة في سياسات العقود والمشتريات الجاري بها العمل في المنظمات التابعة للأمم المتحدة التي يودون القيام بأعمال تجارية معها من أجل التأكد من أهليتهم في الحاضر والمستقبل.

٢ - **التحسين المتواصل:** تنص الأحكام الواردة في مدونة السلوك هذه على المعايير الدنيا المتوقعة من موردي الأمم المتحدة. وتتوقع الأمم المتحدة من الموردين أن يعملوا جاهدين على التفوق على أفضل الممارسات على الصعيد الدولي وفي مجال العمل المعني على حد سواء. كما تتوقع الأمم المتحدة من مورديها أن يشجعوا مورديهم والمتعاقدين معهم من الباطن على كفالة السعي جاهدين للتقيد بمبادئ مدونة قواعد السلوك هذه وأن يعملوا معهم لتحقيق هذا الهدف. وتدرك الأمم المتحدة أن بلوغ المعايير المنصوص عليها في مدونة قواعد السلوك هذه هو عملية حركية أكثر منها ساكنة، وهي تشجع الموردين على الاستمرار في تحسين ظروف مكان العمل لديهم تبعاً لذلك.

٣ - **الإدارة والرصد والتقييم:** تتوقع الأمم المتحدة من مورديها، كحد أدنى، أن يكونوا قد وضعوا أهدافاً واضحة من أجل استيفاء المعايير المنصوص عليها في مدونة قواعد السلوك هذه. وتتوقع الأمم المتحدة من مورديها أن يقوموا بوضع نظام ملائم للإدارة يتعلق بمضمون مدونة قواعد السلوك هذه وأن يعملوا على تعهده، وأن يقوموا بصورة فعالة باستعراض عملياتهم الإدارية والتجارية ورصدها وتعديلها لكفالة اتساقها مع المبادئ المنصوص عليها في مدونة قواعد السلوك هذه. ويشجع الموردون المشتركون في الاتفاق العالمي بقوة على إعمال مبادئ الاتفاق وإبلاغ أصحاب المصلحة سنوياً بالتقدم الذي يحرزونه في هذا الصدد. وقد تقوم الأمم المتحدة بالتأكد من تعيين معالم للإنجاز وإنشاء نظم إدارية لكفالة تحقيق المبادئ المنصوص عليها في مدونة السلوك هذه، ويمكن أن يؤثر التفافس عن ذلك في قدرة المورد على التعامل مع الأمم المتحدة في المستقبل. ويمكن أن تقوم الأمم المتحدة، من أجل استعراض التقدم الذي يحرزه الموردون والمتعاقدون معهم من الباطن في تنفيذ مدونة قواعد السلوك، باتخاذ مختلف المبادرات الداعمة، بما في ذلك مطالبة الموردين بالالتزام بالاتفاق العالمي، وبأن يشهدوا على أنفسهم أنهم يمتثلون لمدونة قواعد السلوك، والقيام في بعض الحالات بإجراء عمليات تقييم وتفتيش ميدانية لمرافق الموردين ومرافق المتعاقدين معهم من الباطن.

العمل:

٤ - **حرية الانتساب إلى الجمعيات والمساومة الجماعية:** تتوقع الأمم المتحدة من مورديها أن يعترفوا بحق العمال دون تمييز في حرية الانتساب إلى الجمعيات والتنظيم ورعاية مصالحهم والدفاع عنها وفي المساومة الجماعية، وأن يوفر لهم الحماية من أي إجراء أو أي شكل آخر من أشكال التمييز فيما يتعلق بممارسة حقهم في تكوين الجمعيات أو الاضطلاع بأي نشاط من الأنشطة النقابية أو المفاوضة الجماعية^(٣).

(٣) هذه المبادئ منصوص عليها في الاتفاقيتين الأساسيتين لمنظمة العمل الدولية رقم ٨٧، بشأن الحرية النقابية وحماية حق التنظيم، لعام ١٩٤٨، ورقم ٩٨، الحق في التنظيم والمفاوضة الجماعية، لعام ١٩٤٩.

٥ - العمل الجبري أو الإلزامي: تتوقع الأمم المتحدة من مورديها حظر العمل الجبري أو الإلزامي بجميع أشكاله^(٤).

٦ - عمل الأطفال: تتوقع الأمم المتحدة من مورديها ألا يقوموا باستخدام: (أ) الأطفال الذين لا تتجاوز أعمارهم ١٤ سنة، والذين تزيد أعمارهم عن ذلك السن، إذا كان الحد الأدنى للسن المسموح به قانوناً للعمل في البلد أو البلدان التي سيتم فيها تنفيذ العقد، كلياً أو جزئياً، أو إذا كان السن المقرر لنهاية التعليم الإلزامي في ذلك البلد أو البلدان أعلى من ذلك السن؛ (ب) الأشخاص الذين تقل أعمارهم عن ١٨ سنة لأداء عمل يعتبر بحكم طبيعته أو بحكم الظروف التي يجري فيها أن من المرجح أن يفضي إلى ضرر في صحة ذلك الشخص أو سلامته أو أخلاقه^(٥).

٧ - التمييز: تتوقع الأمم المتحدة من مورديها أن يكفلوا المساواة في الفرص والمعاملة فيما يتعلق بالاستخدام والمهنة، دون أي تمييز على أساس العرق أو اللون أو الجنس أو الدين أو الرأي السياسي أو الأصل القومي أو الاجتماعي أو أي سبب معترف به بموجب القانون الوطني للبلد أو البلدان التي سيجري فيها تنفيذ العقد كلياً أو جزئياً^(٦). والأمم المتحدة تتوقع من مورديها أن يتخذوا جميع التدابير المناسبة لضمان عدم تورطهم وعدم تورط أي من الكيانات التي ينتمون لها أو كياناتهم الفرعية أو المنتسبة لهم أو المتعاقدة معهم في أي ممارسات تمييزية قائمة على نوع الجنس أو غير ذلك من الممارسات التمييزية في مجال العمالة، بما في ذلك تلك المتعلقة بالتوظيف والترقية والتدريب والأجور والاستحقاقات.

٨ - الأجور وساعات العمل وشروط العمل الأخرى: تتوقع الأمم المتحدة من مورديها أن يكفلوا دفع الأجور بالعملة القانونية، وفي فترات منتظمة لا تزيد عن شهر واحد، وأن تدفع بكاملها مباشرة إلى العمال المعنيين. وينبغي أن يحتفظ الموردون بسجل مناسب لهذه المدفوعات. وينبغي ألا يسمح بأي اقتطاعات من الأجور إلا في الظروف وضمن الحدود التي ينص عليها القانون أو الأنظمة أو الاتفاق الجماعي الواجب التطبيق، وينبغي أن يقوم الموردون بإعلام العمال المعنيين بهذه الاقتطاعات لدى تسديد كل دفعة من الدفعات. وينبغي ألا تكون الأجور وساعات العمل وغير ذلك من ظروف العمل التي يطبقها الموردون أقل ملائمة من أفضل الظروف السائدة محلياً (أي على النحو الوارد في: '١' الاتفاق الجماعي الذي يشمل قسماً كبيراً من المستخدمين والعمال؛ '٢' أحكام التحكيم؛ '٣' القوانين أو الأنظمة الواجبة التطبيق)، بالنسبة للعمل ذي الطابع المماثل الذي يؤدي في المهنة أو الصناعة المعنية في المنطقة التي يؤدي فيها العمل^(٧).

(٤) هذا المبدأ منصوص عليه في الاتفاقيتين الأساسيتين لمنظمة العمل الدولية رقم ٢٩، العمل الجبري، لعام ١٩٣٠، والبروتوكول الملحق بها عام ٢٠١٤، ورقم ١٠٥، إلغاء العمل الجبري، لعام ١٩٥٧.

(٥) هذا المبدأ منصوص عليه في الاتفاقيتين الأساسيتين لمنظمة العمل الدولية رقم ١٣٨، الحد الأدنى للسن، لعام ١٩٧٣ ورقم ١٨٢، أسوأ أشكال عمل الأطفال، لعام ١٩٩٩، وفي اتفاقية الأمم المتحدة لحقوق الطفل.

(٦) هذه المبادئ منصوص عليها في الاتفاقيتين الأساسيتين لمنظمة العمل الدولية رقم ١٠٠، المساواة في الأجور، لعام ١٩٥١ ورقم ١١١، التمييز (في الاستخدام والمهنة)، لعام ١٩٥٨.

(٧) هذه المبادئ منصوص عليها في الاتفاقيتين الأساسيتين لمنظمة العمل الدولية رقم ٩٥، حماية الأجور، لعام ١٩٤٩، ورقم ٩٤، شروط العمل (العقود العامة)، لعام ١٩٤٩، وفي عدد من الاتفاقيات التي تتناول ساعات العمل (انظر: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

٩ - الصحة والسلامة: تتوقع الأمم المتحدة أن يكفل الموردون، إلى أقصى حد معقول عمليا: (أ) أن تكون أماكن العمل والآلات والمعدات والعمليات التي تخضع لسيطرتهم مأمونة ولا تنطوي على أي خطر على الصحة؛ (ب) أن تكون المواد الكيميائية والمواد والعوامل المادية والبيولوجية الخاضعة لسيطرتهم لا تنطوي على أي خطر على الصحة عند اتخاذ تدابير الحماية المناسبة؛ (ج) توفير ملابس ومعدات الحماية الملائمة للحيلولة، إلى الحد الذي يمكن تطبيقه بصورة معقولة، دون خطر وقوع حوادث أو آثار ضارة بالصحة^(٨).

حقوق الإنسان:

١٠ - حقوق الإنسان: تتوقع الأمم المتحدة من مورديها أن يقوموا بدعم حقوق الإنسان المعلنة دوليا وأن يحترموا حمايتها وأن يكفلوا عدم ضلوعهم في الإساءات المتعلقة بحقوق الإنسان^(٩).

١١ - المضايقة، أو المعاملة القاسية أو اللاإنسانية: تتوقع الأمم المتحدة من مورديها أن يقوموا بتهيئة بيئة يمكن فيها معاملة جميع المستخدمين باحترام وكرامة وأن يحافظوا عليها. وعلاوة على ذلك، تتوقع الأمم المتحدة من مورديها والكيانات التي ينتمون لها وكياناتهم الفرعية والمنتسبة لهم والمتعاقدة معهم ألا يستخدموا التهديد بالعنف أو الإيذاء اللفظي أو النفسي أو التحرش و/أو الاستغلال والانتهاك الجنسيين، وألا يشاركوا في ذلك أو يسمحوا لموظفيهم أو لأشخاص آخرين يستأجروهم باستخدامه. فالاستغلال والانتهاك الجنسيان يخلان بالقواعد والمعايير القانونية الدولية المعترف بها علميا، وكانا ويظللان تصرفا غير مقبول وسلوكا محظورا في الأمم المتحدة. وقبل الدخول في اتفاقات مع الأمم المتحدة، يحاط الموردون علما بمعايير السلوك فيما يتعلق بحظر الاستغلال والانتهاك الجنسيين، على نحو ما تتوقعه الأمم المتحدة. وتشمل هذه المعايير، على سبيل المثال لا الحصر، حظر ما يلي: '١' ممارسة أي نشاط جنسي مع شخص دون سن الثامن عشرة، بصرف النظر عن أي قوانين تتعلق بسن الرشد أو الموافقة؛ '٢' تبادل أية مبالغ مالية أو فرص عمل أو سلع أو خدمات أو غير ذلك من الأشياء ذات القيمة مقابل الجنس؛ و/أو (٣) ممارسة أي نشاط جنسي استغلالي أو مهين لأي شخص. والأمم المتحدة تتوقع من مورديها أن يتخذوا جميع التدابير المناسبة التي تحظر على موظفيهم أو غيرهم من الأشخاص الذين يستخدمهم الموردون من ممارسة الاستغلال والانتهاك الجنسيين. وتتوقع الأمم المتحدة أيضا من مورديها أن يقوموا بتهيئة وإدامة بيئة تمنع حدوث الاستغلال والانتهاك الجنسيين. وتتضمن عقود الأمم المتحدة أحكاما بشأن التزام المورد باتخاذ التدابير المناسبة لمنع الاستغلال والانتهاك الجنسيين. وإن عدم قيام المورد باتخاذ تدابير وقائية لمكافحة الاستغلال والانتهاك الجنسيين، وعدم إجراء تحقيقات في الادعاءات المتعلقة بهما، وعدم اتخاذ الإجراءات التصحيحية عند حدوث استغلال أو انتهاك جنسيين كلها مما يشكل أسبابا إغناء أي اتفاق مع الأمم المتحدة. وعلاوة على ذلك، لا يمكن التسامح إطلاقا بشأن أي معاملة قاسية أو لاإنسانية أو إكراه أو عقاب بدني من أي نوع، ولا بشأن أي تهديد بمعاملة من هذا القبيل.

(٨) هذه المبادئ منصوص عليها في اتفاقيات منظمة العمل الدولية وتوصياتها ومدونات قواعد الممارسة (انظر: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

(٩) هذه المبادئ مستمدة من الإعلان العالمي لحقوق الإنسان وهي منصوص عليها في اتفاق الأمم المتحدة العالمي (انظر: http://www.unglobalcompact.org/Issues/human_rights/index.html).

١٢ - الألغام: تتوقع الأمم المتحدة من مورديها أن يعملوا جاهدين على عدم التورط في بيع أو صنع الألغام المضادة للأفراد أو المكونات المستخدمة في صنع الألغام المضادة للأفراد.

البيئة:

١٣ - المسائل البيئية: تتوقع الأمم المتحدة أن يكون لدى مورديها سياسة بيئية فعالة وأن ينصاعوا للأنظمة والتشريعات القائمة المتعلقة بحماية البيئة. كما ينبغي للموردين أن يقوموا، حيثما أمكن ذلك، بدعم اتباع نهج تحوطي لإزاء المسائل البيئية، وأن يتخذوا مبادرات لتعزيز قدر أكبر من المسؤولية البيئية وتشجيع نشر التكنولوجيات الرفيعة بالبيئة التي تطبق ممارسات الدورة الحياتية السليمة.

١٤ - المواد الكيميائية والمواد الخطرة: يتعين تحديد وإدارة المواد الكيميائية وغيرها من المواد التي تشكل خطراً عند إطلاقها في البيئة، لضمان تناولتها، ونقلها، وتخزينها، وتكريرها، أو إعادة استخدامها، والتخلص منها، بشكل آمن.

١٥ - مياه المجاري والنفايات الصلبة: يتعين رصد مياه المجاري والنفايات الصلبة المتولدة عن عمليات التشغيل والعمليات الصناعية ومرافق الصرف الصحي، والتحكم فيها ومعالجتها على النحو المطلوب، وذلك قبل طرحها أو التخلص منها.

١٦ - الانبعاثات في الهواء: يتعين تحديد طابع الانبعاثات في الهواء من المواد الكيميائية والمواد العضوية الطيارة، والإيروسول، وعوامل الصدأ والتآكل، والجزيئات الهابطة، والمواد الكيميائية المنضبة للأوزون، ونواتج الاحتراق العرضية المتولدة عن عمليات التشغيل، ورصدها والتحكم فيها ومعالجتها على النحو المطلوب، وذلك قبل طرحها أو التخلص منها.

١٧ - تقليل النفايات إلى أدنى حد ممكن وزيادة إعادة تدويرها إلى أقصى حد ممكن: لا بد من تقليل النفايات من جميع الأنواع، بما في ذلك الماء والطاقة، أو القضاء عليها نهائياً في المصدر أو عن طريق ممارسات كتعديل عمليات الإنتاج والصيانة والمرافق، واستبدال المواد، والحفاظ على الطبيعة، وتكرير المواد، وإعادة استخدامها.

السلوك الأخلاقي:

١٨ - الفساد: تتوقع الأمم المتحدة من مورديها أن يتقيدوا بأعلى معايير السلوك الأدبي والأخلاقي، وأن يحترموا القوانين المحلية وألا يتورطوا في أي شكل من أشكال الفساد، بما في ذلك الابتزاز، أو الغش، أو الرشوة.

١٩ - التضارب في المصالح: يتوقع من موردي الأمم المتحدة أن يكشفوا للأمم المتحدة عن أي حالة قد يبدو فيها تضارب في المصالح، وأن يكشفوا لها عما إذا كان لأي مسؤول في الأمم المتحدة أو موظف في مرتبط بعقد مع الأمم المتحدة مصلحة من أي نوع في العمل الذي يقوم به المورد أو ما إذا كان له أي نوع من الصلات الاقتصادية مع المورد.

٢٠ - الهدايا والضيافة: تأخذ الأمم المتحدة بسياسة "عدم التسامح مطلقاً" وعدم قبول أي نوع من الهدايا أو أي عرض من عروض الضيافة. ولا تقبل الأمم المتحدة أي دعوة لحضور المناسبات الرياضية أو الثقافية، أو عرض لقضاء العطل أو للقيام برحلات ترفيهية أخرى، أو النقل، أو دعوة لتناول الغداء

أو العشاء. وتتوقع الأمم المتحدة من مورديها ألا يقدموا أي منفعة، كبضائع أو خدمات مجانية أو منصبا للعمل أو فرصة للبيع، إلى أي موظف من موظفي الأمم المتحدة بقصد تيسير أعمال المورد لدى الأمم المتحدة.

٢١ - القيود المفروضة بعد انتهاء الخدمة: تنطبق القيود المفروضة بعد انتهاء الخدمة على موظفي الأمم المتحدة القائمين على رأس عملهم وعلى الموظفين السابقين الذين اشتركوا في عملية الشراء، إذا سبق لهؤلاء الأشخاص القيام بمعاملات مهنية مع الموردين. ويتوقع من موردي الأمم المتحدة أن يمتنعوا عن عرض عمل على أي شخص من هؤلاء الأشخاص لفترة عام بعد انفصالهم عن الخدمة.

سبل الاتصال:

يمكن توجيه أي أسئلة تتعلق بمدونة السلوك هذه إلى شبكة المشتريات التابعة للجنة الرفيعة المستوى المعنية بالإدارة عن طريق بريدّها الإلكتروني:

hlcmpn.secretariat@one.un.org

UN SUPPLIER CODE OF CONDUCT

United Nations 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 overarching values to which suppliers of goods and services to the UN¹ are expected to adhere.

Global Compact: 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 UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct 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 of Conduct 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 obtaining more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labour Conventions and Recommendations: The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (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, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.²

1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also 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. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

¹ In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

² The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang-en/index.htm>

3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems 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. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.³

5. Forced or Compulsory Labour: The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.⁴

6. Child Labour: The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.⁵

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.⁶ The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

8. Wages, Working Hours and Other Conditions of Work: The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.⁷

³ These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

⁴ This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

⁵ These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

⁶ These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

⁷ These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang-en/index.htm>).

9. Health and Safety: The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

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.⁹

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. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, 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. Mines: The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. 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.

14. 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.

15. 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.

⁸These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

⁹These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

16. 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 or disposal.

17. 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.

Ethical conduct:

18. Corruption: The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. 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.

20. 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 its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers' business with the UN.

21. Post employment restrictions: Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Contacts:

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: hlcmpn.secretariat@one.un.org.