

INVITATION TO BID FOR LARGE WORKS – ITB

Ref: ITB_126_Renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan.

(Please quote this UNESCO reference in all correspondence)

Date 26.03.2025

You are invited to submit a bid for the provision of renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan. Within the framework of UNESCO project goals “Strengthening Competency-Based and ICT-Enabled STEM (Science, Technology, Engineering and Mathematics) and VET (Vocational Education and Training) and Teacher- Training in Tajikistan” in accordance with the present solicitation document.

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

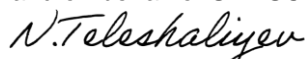
Part 1	Bidding Procedures
Annex I	Instructions to Bidders
Annex II	Bid Data Sheet
Annex III	Bid Submission Form
Annex IV	Intention To Bid Form
Annex V	Bidder Information Form
Part 2	Supply Requirements
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Annex IX	Risk Management Plan
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Annex X	General Terms and Conditions
Annex XI	Special Contract Conditions
Annex XII	Models of Security Forms

Your bid must be submitted **electronically** SIGNED as per the clause 16 of ANNEX-I “*Submission and Marking of Bids*”, and send to the following email address: procurementalmaty@unesco.org
no later than **April 24, 2025, at 18:00 Almaty Time.**

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

Bidders are kindly requested to acknowledge the receipt of this Invitation to Bid (ITB) and to indicate whether or not you will be submitting a bid using **the Intention to Bid Form contained in Annex IV** and send back to the following email address: procurementalmaty@unesco.org

For and on behalf of UNESCO



Nurbek Teleshaliev
Programme Specialist
UNESCO Almaty Regional Office

ANNEX I – Instructions to Bidders

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

A. INTRODUCTION

1. General

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

2. Eligible Bidders

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

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

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

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

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

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

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction,

falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

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

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

UNESCO will:

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

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

4. Cost of Bid

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

5. Pre-bid Conference and Site Visit

The site visit is required for interested bidders and UNESCO Tashkent Office shall be informed beforehand as specified in the **Bid Data Sheet (BDS), Annex II clause 16**

The act of participating in site visits, pre-bid conferences, and virtual meetings pertaining to UNESCO tenders and projects does not incur any charges. It is explicitly stated that UNESCO neither requires nor solicits any form of payment or fees to facilitate participation in these activities.

B. SOLICITATION DOCUMENTS

6. Examination of Solicitation Documents

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

- Instructions to Bidders;
- Bid Data Sheet (BDS);
- Contract for Works (form of);
- General Conditions of Contract for Construction Works;

- e) Scope of Works;
- f) Bills of Quantities;
- g) Technical specifications;
- h) Drawings;
- i) Sample forms;
- j) Any other document listed in the **Bid Data Sheet** as forming part of the Solicitation Documents.

7. Clarification of Solicitation Documents

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

8. Amendments of Solicitation Documents

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

C. PREPARATION OF BIDS

9. Language of the Bid

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

10. Documents Comprising the Bid

The Bid must comprise the following documents:

- a) A Bid Submission form;
- b) Bid Security, if required, under clause 15 of Instructions to Bidders and in the form provided in Section 11.
- c) Priced Bill of Quantities;
- d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;
- e) Technical information as may be required by the Bid Data Sheet;
- f) Qualification information in accordance with clause 11 and 12 of the Instructions to Bidders, if prequalification of bidders has not been carried out.
- g) Any additional information required to be completed and submitted by bidders as specified in the **Bid Data Sheet**.

11. Documents Establishing Bidder's Eligibility and Qualifications

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

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder;
- (b) Total annual monetary value of renovation (overhaul) works performed for the years specified in the Bid Data Sheet;
- (c) Experience in works of a similar nature and size for each of the period of years specified in the Bid Data Sheet, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Major items of construction equipment proposed to carry out the Contract;

Invitation to Bid for Renovation works of the Laboratory rooms in buildings of RTTI located in Khorugh region in the Republic of Tajikistan

- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Financial report which includes the following: Income Statement and Balance Sheet Reports on the financial standing of the Bidder for the past two years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;

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

- (a) an average annual financial amount of construction work over the period specified **in the Bid Data Sheet**.
- (b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified **in the Bid Data Sheet** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in the Bid Data Sheet**;
- (d) Providing the necessary staff, including a Chief Civil Engineer, Mechanical Engineer, Electrical Engineer with a minimum number of years of experience in similar projects of the same size and scope as outlined in the **Bid Data Sheet**
- (e) Monthly work plan that aligns with the requirements outlined in the Bill of Quantities (BOQs), the priorities specified in the Scope of Work, and a clear timeline for each activity should be presented. This plan should be realistic and feasible, allowing for efficient and effective execution of the renovation works.
- (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **in the Bid Data Sheet**.

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

12. Documents Establishing Conformity of Equipment Incorporated into the Works

Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods.

13. Bid Currencies/Bid Prices

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

14. Period of Validity of Bids

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

15. Bid Security

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

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

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

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

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

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

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

The Bid Security may be forfeited:

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

In the case of a successful Bidder, if the Bidder fails:

To sign the Contract Order in accordance with clause 28 of Instructions to Bidders, or,

To furnish Performance Security in accordance with clause 29 of Instructions to Bidders.

D. SUBMISSION OF BIDS

16. Format and Signing of Bids

E-submission must be sent to the email address procurementmaty@unesco.org

17. Electronic Submission and Marking of Bids

MANDATORY SUBJECT EMAIL: ATA/ITB/ RTTIs [YOUR COMPANY NAME]

Ref: ITB_126_Renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan.

NAME OF PDF FILE: ATATY/ITB/ Bid RTTIs [YOUR COMPANY NAME]

Ref: ITB_126 Renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan.

FILE FORMAT: Please provide all required Documents regarding your technical and Price offer, in Word and/or Excel Format and Signed PDF pdf.

BID SUBMISSION EMAIL: To be submitted ONLY to: procurementmaty@unesco.org

Important notes:

Bids should be submitted to the indicated email address only without copying (TO, CC or BCC) to any other e-mail addresses. **Bids addressed at any other e-mail accounts will be disqualified.**

Maximum size of single email: 10 MB - with the possibility to send several emails.

File sharing web tools; like Dropbox or WeTransfer will NOT be accepted.

Maximum number of Email Transmissions: No maximum number

The bidding documents must be checked for viruses before being submitted to UNESCO.

18. Deadline for Submission of Bids/Late Bids

18.1 Bids must be delivered to the office on or before the date and time specified in section II of these Solicitation Documents.

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

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

19. Modification and Withdrawal of Bids

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

E. OPENING AND EVALUATION OF BIDS

20. Opening of Bids

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

21. Clarification of Bids

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

22. Preliminary Examination

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

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

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

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

23. Conversion to Single Currency

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

All Bid Prices must be given in UZS sums or US dollars

24. Evaluation of Bids

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

The evaluation will take into account the following criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB and specifically the Bills of Quantities.
1.2	Compliance with requirements relating to the Specifications, Scope of Works and Drawings
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents
1.4	Compliance with start-up, time for Completion deadlines set by UNESCO.
1.5	Company's general and specific experience
1.6	Proposed detailed workplan
1.7	Demonstrated technical capacity to perform the required works as per required Technical Proposal documents (key personnel, machinery capacity to implement the works)
1.8	Demonstrated ability to honor important responsibilities and liabilities allocated to the contractor in this ITB (e.g. quality, insurance coverage, etc...)

F. AWARD OF CONTRACT

25. Award Criteria

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

26. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to vary the quantity of works and services specified in the ITB.

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

27. Notification of Award

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

28. Signing of the Purchase Order/Contract

The successful Bidder shall sign the Contract and return it to UNESCO at the earliest convenience but no later than within **7 days upon** date of issuance.

29. Performance Security

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

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

G. OTHER REQUIREMENTS:

30. Time for Completion

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

31. Material, Labour and Facilities

No material, labour or facilities will be furnished by UNESCO or its clients unless specified in the ITB.

H. PAYMENT ► Please refer to ANNEX II – Bid Data Sheet

32. Time of Payment

Unless otherwise indicated in the Special Terms and Conditions of this ITB, UNESCO will normally effect payment within 30 days after receipt of a commercial invoice, certification of site works (if applicable) and other supporting documents.

33. Letter of Credit

UNESCO does not accept Letter of Credit terms.

34. Advance Payment

It is not the normal policy of UNESCO to approve advance payments, unless specifically stated in the **Special Contract Conditions (Annex XI)**. In such case, the amount of the advance payment will have to be covered by a bank guarantee (see Annex XI, Special Payment Conditions, point 8).

35. Currency of Payment

Payment will be made in the currency in which the Contract is issued.

ANNEX II – Bid Data Sheet

Please note that, ANNEX – I provides general instructions to Bidders whereas specific instructions to bidders on the current ITB for restoration works, can be exclusively found under this ANNEX -II.

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

1. Works (clause2)	INVITATION TO BID FOR LARGE WORKS (ITB) Ref: ITB_126 Renovation works of the Laboratory rooms in buildings of RTTI located in Khorugh region in the Republic of Tajikistan. The Works are for the provision of renovation works of the Laboratory rooms in buildings of RTTI located in Khorugh region in the Republic of Tajikistan.
2. Requests for additional information (Clause 7)	All communication must be directed to UNESCO Almaty Office For enquiries related to procurement and contractual aspects: please send your request to: E-mail: procurementalmaty@unesco.org
3. Language of the Bid: (Clause 9)	English or Tajik or Russian optionally
4. Documents Comprising the Bid: (Clause 10)	<p>The original and copy of the bid shall include the following documentation (for items (a), (c) and (d) bidders are required to use the dedicated forms contained in the ITB):</p> <ul style="list-style-type: none"> • Bid Submission Form Annex- III • Intention To Bid Form Annex- IV • Bidder Information Form Annex- V • Priced Bill of Quantities based on Technical Specification – Annex- VIII • Written Power of Attorney, authorising the signatory of the bid to commit the bidder • Qualification information in accordance with, clause 11.1/11.2 of the ANNEX -I, • Instructions to Bidders; <p>Technical Offer/ Proposal to include:</p> <ul style="list-style-type: none"> • Proposed work Plan based on the Scope of Works, including financial schedule; • All related Technical Documents and/or information that can support and add value to the Bidder' Technical offer. • Risk Management Plan (RMP) to be prepared by the Bidder, as an <u>initial</u> plan to form an integral part of the technical offer. • This RMP should anticipate all risks associated with the project' implementation. As well, the plan should include all measures & actions that can be taken to avoid or at-least reduce all involved risks Annex- IX. • <u>If selected</u>, the Contractor will discuss all aspects of the RMP with UNESCO Tashkent Office and agree on the final plan, to form an integral part of UNESCO Contract for Works. • Detailed CV of key project personnel
5. Eligibility Criteria (Clause 11.1) Mandatory	<p>Bidders shall be legally incorporated entities, or groups formed by such joint ventures. All information under this clause shall be submitted by the bidder for its eligibility:</p> <p>Administrative eligibility criteria: Copy of the registration of the contractor with the relevant authority; (International bidders must possess a valid permit to perform construction services on the territory of the Republic of Tajikistan)</p> <p>Financial eligibility criteria: It is mandatory to have a minimum accumulated monetary</p>

	<p>value of works _conducted in the last 5 years_ not less than USD 150,000.</p> <p>Financial reports for the past two years which includes the following:</p> <p>-Income Statement: This section provides information on the company's revenue, costs, and expenses over a specified period of time. It shows the company's net income or loss for the period.</p> <p>-Balance Sheet: This section provides a snapshot of the company's financial position at a specific point in time. It shows the company's assets, liabilities, and equity.</p> <p>A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.</p> <p>The Bidder attests, to the best of their knowledge, that they are not currently listed on either the UN 1267 List or the UNGM/UN Ineligibility List.</p>
<p>6. Qualification Criteria (Clause 11.2)</p> <p>Mandatory</p>	<p>To qualify for award of the contract, bidders shall meet the following minimum qualifying criteria (Mandatory):</p> <p>Required References:</p> <ul style="list-style-type: none"> • List of implemented renovation works of similar size and nature performed and the clients' contact details and email address who may be contacted for further information on those contracts. • Experience as a prime contractor in the field of renovation; with at least 2 (two) projects or contracts over the <u>past 5 years</u> of a similar nature and complexity equivalent to the required works under the current ITB. • For on-going projects under implementation phase, <u>if provided</u> as a reference for the above (b), works cited should be at least 70% completed. As a prove of evidence, please provide copies of the contracts, including scope of work, BOQs and completion/acceptance certificate for these projects. <p>Qualification of proposed Personnel:</p> <p>The Bidder should propose qualified and experienced personnel to work on UNESCO Tashkent project for renovation works.</p> <p>Key site management and technical personnel should be proposed for the contract by providing CVs are met with qualifications criteria under clause 11.2 of ANNEX -I; The bidder shall provide the following personnel throughout the project:</p> <p>Chief Civil Engineer: A minimum of 5 years of experience on similar projects in terms of scale and complexity and <u>at least 2 (two) references (recommendation letters) from two previous projects.</u></p> <p>Mechanical Engineer: A minimum of 5 years of experience on similar projects in terms of scale and complexity and <u>at least 1 (one) reference (recommendation letter) from previous projects.</u></p> <p>Electrical Engineer: A minimum of 5 years of experience on similar projects in terms of scale and complexity and <u>at least 1 (one) reference (recommendation letter) from previous projects.</u></p> <p>A monthly work plan that aligns with the requirements outlined in the Bill of Quantities (BOQs), the priorities specified in the Scope of Work, and a clear timeline for each activity should be presented. This plan should be realistic and feasible, allowing for efficient and effective execution of the project.</p> <p>Important Note: Failure to provide the documents stated under <u>clauses 10, 11.1 and 11.2</u> may result in disqualification of the bidder.</p>

7. Sustainability Considerations <u>Desirable</u>	<p>Within the framework of the UN Sustainability Management Strategy (2020-2030), UNESCO has committed to promote and apply sustainable considerations in all its operations, including those related to the procurement of goods, works and services.</p> <p>Therefore, Bidders are strongly <u>encouraged</u> to comply with following Sustainability Criteria (Environmental/ Social/ Economic) and provide proof of evidence on their commitment and capacity to respond positively, to the below set of Criteria.</p> <p>Environmental: Requirement about the proper use, storage, movement and disposal of environmentally hazardous materials and chemicals.</p> <p>Social: Requirement to adhere to the Universal Declaration of Human Rights and the fundamental principles and rights at work as referred to in ILO's core conventions (freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced labour, the effective abolition of child labour and the elimination of discrimination in respect of employment and occupation).</p> <p>Economic: Reserved minimum portion of contracted labour opportunities for local communities.</p>
8. Equipment (Clause 11.2 (c))	The Bidder should provide the list of essential equipment that would be made available, which would ensure the most efficient and timely execution of works according to the scope of work and bill of quantities.
9. Bid & Contract Currency (Clause 13)	USD
10. Bid security: (Clause 15)	Not applicable (N/A)
11. Electronic Submission of Bids (Clause 16 and 17)	<p>ONLY Electronic Submission of Bids are acceptable.</p> <p>As per Clauses 16 and 17 of the Instructions to Bidders (Annex I)</p>
12. Deadline for Submission of Bids/ late bids: (Clause 18)	<p>24 April 2025 at 18:00 (Almaty local time)</p> <p>Any bid received by UNESCO after the deadline for submission of bids will be rejected and returned unopened to the Bidder.</p>
13. Time, date & Place of Bid Opening (Clause 20)	(The Bid Opening process is not public)
14. Completeness of bids:	<p>[] Partial bids permitted. <u>[x] Partial bids not permitted.</u></p> <p>Bids shall be received complete and including all items listed in all BOQs. Partial bids are <u>not</u> permitted"</p>
15. Time for Completion (Clause 30)	After contract signature, the project timeframe is two (2) months from the date of notice to proceed, which will be issued by UNESCO.

16. Site Visit (Clause 5) Mandatory	<p>The site visit is mandatory for all interested bidders and must be arranged with prior notification to the UNESCO Almaty Office. Each bidder shall bear the cost of the site visit.</p> <p>To arrange for a site visit please coordinate via email address: procurementalmaty@unesco.org</p> <p>The following Republican In-Service Teachers' Training Institute (RITTI) is:</p> <p>1. Branch of Republican In-service Teacher Training Institute, Khorugh Address: Khorugh Gagarina 11</p> <p>Important Note: Bidders are required to participate in the Site Visit.</p>		
17. Alternative Bids	Alternative bids are not acceptable.		
18. Optional Condition: Payable bidding documents	Bidding for all UNESCO tenders and projects is Free of Charge. UNESCO does <u>not</u> require or ask for any payment or fees to participate in the bidding process. No payable bidding documents are associated with any UNESCO tenders or projects.		
19. Performance/ Guarantee	The contractor (awarded bidder) shall submit to UNESCO Tashkent Office a performance guarantee in the amount of 10% of the total contract value within 10 working days from the contract start date and valid until next 6 months after completion of works.		
20. Insurance for works, personnel and equipment	<p>Important Note: The Contractor shall be responsible for the safety of all activities on the Site. The Contractor shall provide all personnel on site with adequate safety protection equipment and clothing, as appropriate to the work being performed.</p>		
21. Assurance mechanism	UNESCO may conduct, or arrange for, a periodic evaluation of the contractor's implementation of the project. To this end, the contractor will, upon UNESCO's request, enable representatives or designees of UNESCO to visit the project site(s) and facilities, inspect property and review books and records related to the project.		
22. Special Payment Conditions	Deliverables No.	Provision of the services: Service Provision: Specification of Required Tasks and Supporting Documentation"	Completion Rate based on the Detailed Workplan (%)
	Instalment No. 1	<p>If needed, the selected contractor may ask to receive an advance payment, before the start of the work.</p> <p>15% advance payment of the total contract amount (minus 10% from payment for warranty retention).</p>	<p>If needed, 15% Within 10 days of after commencement of contract.</p>
	Instalment No. 2	<p>25% payment of the total contract amount (minus 10% from payment for warranty retention), upon completion of the equivalent rate of the total scope of work¹.</p>	<p>25% Within 30 days of after commencement of contract.</p>

	Instalment No. 3	35% payment of the total contract amount (minus 10% from payment for warranty retention), upon completion of the equivalent rate of the total scope of work ¹ .	20% Within 50 days of after commencement of contract.
	Instalment No. 4	25% payment of the total contract amount (minus 10% from payment for warranty retention), upon completion of the equivalent rate of the total scope of work, after Substantial Completion Inspection and issuance of Certification of Practical Completion report by the UNESCO site Senior Management	25% within 2 months after commencement of contract
	Instalment No. 5	Final payment. The remaining 10% - Warranty Retention shall be paid after the Defects Liability Period of 6 months has expired and the Final Completion Certificate by the UNESCO site Senior Management has been issued.	10% Warranty Retention
	<p><u>Important notes:</u></p> <p>The invoices submitted by the contractor, in accordance with the instalment schedule, will undergo inspection by the UNESCO Supervision Engineer to verify completion and quality of the services. The invoice must then receive certification from responsible person at the Tashkent UNESCO Office, before payment can be processed. The contractor must also submit a report documenting completion of services, along with a hard copy of the invoice</p> <p>It is mandatory for the chosen contractor to fulfil all contractual obligations and complete the specified works within two (2) months from the contract's starting date.</p>		

ANNEX III – Bid Submission Form

Ref: ITB_126 Renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan.

To: UNESCO

(To form an integral part of the Bid Submission)

Dear Sir/Madam,

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

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

Provided that a Purchase Order/Contract is issued by UNESCO within Bid Validity Period, the undersigned hereby offers, subject to the terms of such Contract, and at the price offered, to substantially complete the works within the period of 4 (four) months after commencement.

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

Name of Bidder:	
Address of Bidder:	
Authorised Signature:	
Name & title of Authorised Signature:	
Date:	

ANNEX IV - Intention to Bid Form

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

By email or fax to UNESCO Focal Point

Attn: Please refer to Section II – Bid Data Sheet

Ref. ITB_126 Renovation works of the Laboratory rooms in building of RTTI located in Khorugh region in the Republic of Tajikistan.

☐ **Yes, we intend to submit a bid.**

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

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

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

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

Name of the Bidder:

Authorised Signature

Date:

ANNEX V – Bidder Information Form

General Information:

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Experience of the Bidder:

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

EXECUTED CONTRACTS					
No	Name and description of nature of works	Contact Details (name, tel. and e-mail)	Value of executed works use USD or local currency UZS	Duration of works	
1.					
2.					
3.					
ON-GOING CONTRACTS					
No	Name and description of nature of works	Contact Details	Value of contracted works use USD or local currency	Deadline for construction work	
1.					
2.					
3.					

Proposed personnel (if applicable) :

The bidders should provide the names of suitably qualified personnel and the required details relating to the qualifications and experience of each key personnel (as specified in bid data) in charge of the administration and execution of the works in order to meet UNESCO's requirements. *[Information to be supported by a resume for each key personnel]*

Position	Name	Qualification/Years of experience (in general)	Years of experience relating to works in the foreseen position
1. Chief Civil Engineer			
2. Mechanical Engineer			
3. Electrical Engineer			
4.			
5.			

Template for resume

Names

Qualifications

Other training

Professional experience (references)

Works related professional experience (references)

List of equipments (if applicable):

As a minimum, the equipments listed below are essential for the execution of the works. The bidders are invited to provide all requested information in below table:

(This is an example to be adapted to your project if judged useful)

Description of Equipment	Details as to (minimum capacity, power rating, tonnage...) and minimum quantity	State (new, good, poor) and available quantity	Owned, leased (from whom?)

ANNEX VI – Scope of Works

Introduction:

UNESCO is the specialized agency of the United Nations with a mandate in education, science, culture, communication and access to information.

In recognition of the scarcity of the skilled teaching workforce as well as the need to improve the quality of learning resources, UNESCO is implementing the EU-funded project “Strengthening Competency-Based and ICT-Enabled STEM (Science, Technology, Engineering and Mathematics) and VET (Vocational Education and Training) and Teacher-Training in Tajikistan”. The project benefits from financial support from the European Union under the Action Document "Quality Education Support Programme II".

To support Tajikistan in making progress in the achievement of SDG 4 and implementing its recently adopted National Strategy for Education Development for the period until 2030, the project aims to develop textbooks, teaching and learning materials for selected STEM subjects based on competency-based curricula at the secondary education and VET level, train teachers as well as equip the teacher training institutes/centres in the areas of ICT and STEM.

This project supports the Ministry of Education and Science (MoES) as well as the Ministry of Labor, Migration and Employment (MoLME) of the Republic of Tajikistan to strengthen the quality of education and competency-based education in STEM fields with the use of ICTs.

The purpose:

The current Bid includes the renovation works of the Laboratory rooms in the following RTTI in Khorugh in the Republic of Tajikistan.

The following Republican In-Service Teachers’ Training Institute (RITTI) is:

1. Branch of Republican In-service Teacher Training Institute, Khorugh
[Address: Gagarina 11](#)

Scope of Work:

I. Branch of Republican In-service Teacher Training Institute in Khorugh

1. Foundations Type: Concrete strip foundations Condition: Satisfactory It is required: No immediate actions are necessary.
2. Walls Type: Burnt brick walls reinforced with concrete inserts (non-skeletal structure) Condition: Unsatisfactory, significant repairs needed It is required: Strengthen walls with metal mesh reinforcement to enhance structural integrity and eliminate existing cracks. Repaint walls using durable, washable paint suitable for educational spaces to ensure a clean and pleasant environment.
3. Ceilings Type: Armstrong suspended ceiling Condition: Unsatisfactory It is required: Fully replace the ceiling to improve aesthetics, insulation, and overall functionality. Install thermal insulation above the suspended ceiling to reduce heat loss and improve energy efficiency.
4. Roof Type: Attic roof with wooden beams covered with painted metal sheets Condition: Satisfactory, minor repairs needed It is required: Conduct minor repairs to ensure durability and compliance with safety standards.
5. Interior Finishes Walls (146.6 m²) Condition: Uneven surfaces with poor paint quality It is required: Strengthen walls with metal mesh, apply plaster, and repaint using durable, washable paint.

Floors (65.2 m²) Condition: Covered with linoleum without thermal insulation It is required: Remove existing linoleum, install thermal insulation, and replace with antistatic, antibacterial, and disinfectant-resistant flooring with conductive properties.

Ceiling (64.53 m²) Condition: Armstrong ceiling in poor condition It is required: Fully replace the ceiling with improved insulation and functional materials.

Windows (15.6 m²) Condition: Four large windows requiring proper sealing and insulation It is required: Replace existing double-glazed windows with energy-efficient, insulated models. Install external sills, ensure proper waterproofing and sealing to prevent water intrusion and heat loss.

Doors (2.5 m²) Condition: Non-compliant with required standards It is required: Replace the existing door with a high-quality insulated metal door to improve security, energy efficiency, and functionality.

6. Building Services Electrical Works Condition: Electrical panel in corridor. Current wiring uses twisted connections, with three single sockets, two double sockets, and LED square fixtures. It is required: Replace LED fixtures with brighter alternatives to achieve 500 lux illumination for classrooms. Rewire the room with an updated socket and switch layout, ensuring compliance with safety standards. Replace twisted connections with proper terminal blocks.

Plumbing and Drainage Condition: Absent in room It is required: Connect internal plumbing and drainage systems from the adjacent facility.

Ventilation Condition: Natural ventilation through windows and air shaft It is required: Thoroughly clean the air shaft to remove blockages and ensure effective airflow.

Heating Condition: Not available It is required: Plan and implement a heating system to maintain a comfortable indoor climate during colder months.

ANNEX VII – Bill of Quantities (Attached Separately)

ANNEX VIII – Technical specifications

#	Reference to Building Codes and Standards of Tajikistan	Works' description	Наименование работ и затрат	Единица измерения / Unit
Demolition works			Демонтажные работы	
1	ЭЧН46-23-2	Chipping off old plaster from wall surfaces	Отбивка старой штукатурки с поверхностей стен	m ² /м ²
2	ЭЧН46-23-3	Chipping off old plaster from the surfaces of brick pilasters	Отбивка старой штукатурки с поверхностей кирпичных пилястр	m ² /м ²
3	P7-21	Removal of door frames in walls	Снятие дверных коробок в стенах	pcs/шт.
4	P7-24	Door leaf removal	Снятие дверных полотен	m ² /м ²
5	ЭЧН46-44-1	Disassembly of plastic windows with sill boards	Разборка пластиковых оконных заполнений проемов с подоконными досками	m ² /м ²
6	ЭЧН46-43-14	Linoleum disassembly	Разборка линолеума	m ² /м ²
7	ЭЧН46-39-5	Disassembly of Armstrong suspended ceilings	Разборка подвесных потолков по типу Армстронг	m ² /м ²
8	P19-9	Dismantling of concealed wiring	Демонтаж скрытой проводки	m/м
9	P19-32	Dismantling of switches, sockets	Демонтаж выключателей, розеток	pcs/шт.
10	P17-77	Cleaning of premises from construction debris	Очистка помещений от строительного мусора	m ² /м ²
11	P5-57	Disassembly of plastic skirting boards	Разборка пластмассовых плинтусов	m/м
12	ЭЧН1-195-1; СССЦ-4/2024	Loading and removal of construction waste	Погрузка и вывоз строительного мусора	t/т
Classroom finishes and internal parts			Отделка классов и внутренние части	
Floors			Полы	
13	ЭЧН11-11-9	Leveling of surfaces of concrete and cement bases (screeds) for floors with leveling mixtures of CERESIT CN 69 type, layer thickness 3-15 mm	Выравнивание поверхностей бетонных и цементных оснований (стяжек) под полы само нивелирующимися смесями типа CERESIT CN 69, толщиной слоя 3-15 мм	m ² /м ²
14	ЭЧН11-4-1	Installation of waterproofing with roll materials	Устройство гидроизоляции рулонными материалами	m ² /м ²
15	ЭЧН12-13-3	Floor insulation with 100 mm thick mineral wool slabs at basement ceiling level	Утепление пола плитами из минеральной ваты толщиной 100 мм на уровне потолка подвала	m ² /м ²

16	ЭСН 6-92-4	Installation of reinforcement meshes 100×100 mm Ø3.8 mm (mesh size 1×3 m)	Установка сеток арматурных 100×100 мм Ø3,8 мм (размер сеток 1×3 м)	kg/кг
17	ЭСН 11-11-1; ЭСН 11-11-2	Reinforced cement screed 35 mm thick	Устройство армированных цементных стяжек толщиной 35 мм	m ² /м ²
18	ЭСН 6-82-20	Preparation of cement mortars M200	Приготовление растворов цементных M200	m ³ /м ³
19	ЭСН 26-22-2	Insulation of walls around the entire perimeter of the room with 15 mm thick polystyrene foam products	Изоляция стен по всему периметру комнаты штучными изделиями из пенополистирола толщиной 15 мм	m ³ /м ³
20	ЭСН 11-11-9	Leveling of surfaces with self-leveling mixtures such as CERESIT CN 69, layer thickness 3-15 mm	Выравнивание поверхностей само нивелирующимися смесями типа CERESIT CN 69, толщиной слоя 3-15 мм	m ² /м ²
21	ЭСН 15-112-4	Coating surfaces with conductive primer for 2 times	Покрытие поверхностей токопроводящей грунтовкой за 2 раза	m ² /м ²
22	ЭСН 11-36-1	Laying linoleum flooring made of conductive linoleum with embedded copper tapes on conductive adhesive	Устройство покрытий из токопроводящего линолеума со встроенными медными лентами на токопроводящем клее	m ² /м ²
23	ЭСН 11-40-3	Installation of polyvinylchloride skirting boards	Устройство плинтусов поливинилхлоридных	m/м
Walls, ceiling			Стены, потолок	
24	P11-261	Scratching for plastering walls and pilasters	Насечка под штукатурку стен и пиластр	m ² /м ²
25	P11-265	Installing a metal mesh base for plaster	Устройство основания под штукатурку из металлической сетки	m ² /м ²
26		Woven mesh 5×5–1,0 GOST 3826-82	Сетка тканая 5×5–1,0 ГОСТ 3826-82	m ² /м ²
27	ЭСН15-112-3	Coating surfaces with concrete bonding agent	Покрытие поверхностей бетоноконтактом	m ² /м ²
28	ЭСН15-81-5	High-quality plastering of wall surfaces with cement mortar with installation of beacons	Высококачественная штукатурка поверхностей стен цементным раствором с установкой маяков	m ² /м ²
29	ЭСН15-91-1	Plastering flat surfaces of window and door jambs	Штукатурка плоских поверхностей оконных и дверных откосов	m ² /м ²
30	ЭСН26-29-1	Insulation of exterior walls from inside with 2 cm thick foam products	Изоляция наружных стен изнутри изделиями из пенопласта толщиной 2 см	m ³ /м ³
31	P11-265	Installing a metal mesh base for plaster	Устройство основания под штукатурку из металлической сетки	m ² /м ²
32		Woven mesh 5×5–1,0 GOST 3826-82	Сетка тканая 5×5–1,0 ГОСТ 3826-82	m ² /м ²
33	ЭСН15-81-5	High-quality plastering of wall surfaces with cement mortar on brick with installation of beacons	Высококачественная штукатурка поверхностей стен цементным раствором по кирпичу с установкой маяков	m ² /м ²

34	ЭСН15-84-7	Smoothing of wall surfaces (one-layer plaster) with KNAUF dry gypsum mixtures (Goldband, Rotband) up to 7mm thick	Сплошное выравнивание поверхностей стен (однослойная штукатурка) из сухих гипсовых смесей КНАУФ (Голдбанд, Ротбанд) толщиной до 7 мм	m ² /м ²
35	ЭСН15-84-9	Smoothing of window and door slopes flat surfaces (one-layer plaster) made of dry gypsum mixtures KNAUF (Goldband, Rotband) with thickness up to 7mm	Сплошное выравнивание поверхностей оконных и дверных откосов плоских (однослойная штукатурка) из сухих гипсовых смесей КНАУФ (Голдбанд, Ротбанд) толщиной до 7мм	m ² /м ²
36		Glass fleece primed for painting, dense 200 g/m ²	Стеклохолст малярный грунтованный под покраску, плотный 200 г/м ²	m ² /м ²
37	ЭСН15-125-5	Third filler for high-quality painting on fiberglass canvas prepared for painting	Третья шпатлевка при высококачественной окраске по стеклохолсту, подготовленному под окраску	m ² /м ²
38	ЭСН15-111-9	High-quality painting of walls with polyvinyl acetate water emulsion compositions with low content of volatile organic compounds	Высококачественная окраска стен поливинилацетатными вододисперсионными составами с низким содержанием летучих органических соединений	m ² /м ²
39	ЭСН15-166-2	Installation of suspended ceilings on a metal frame with lining with gypsum-fiber sheets (GFB) according to the type of KNAUF systems	Устройство подвесных потолков на металлическом каркасе с подшивкой гипсоволокнистыми листами (ГКЛ) по типу систем КНАУФ	m ² /м ²
40	ЭСН26-27-1	Ceiling insulation with mineral wool 50 mm thick	Изоляция потолка минеральной ватой толщиной 50 мм	m ² /м ²
41	ЭСН15-111-10	High-quality painting of ceilings with polyvinyl acetate water emulsion compositions with low VOC content	Высококачественная окраска потолков поливинилацетатными вододисперсионными составами с низким содержанием летучих органических соединений	m ² /м ²
42	ЭСН26-53-1	Surface cleaning of metal structures	Очистка поверхности металлических конструкций	m ² /м ²
43	ЭСН13-11-4	Priming of metal surfaces at one time (ГФ-021)	Огрунтовка металлических поверхностей за один раз (ГФ-021)	m ² /м ²
44	ЭСН13-13-9	Painting of metal primed surfaces with enamel ЭП-773	Окраска металлических грунтованных поверхностей эмалью ЭП-773	m ² /м ²
Windows, doors			Окна, двери	

45	ЭСН46-25-12; ЭСН46-25-28; ЭСН27-60-1	Beating off the lower part of the door lintels (100 mm) and the concrete vertical reinforcement on one side of the door (140 mm) with pre-drilling of holes (a total of 61 Ø50 holes) in the 650 mm thick wall and further cutting of even joints with a depth of 100 mm for the installation of metal reinforcement	Отбивка нижней части дверных перемычек (100 мм) и сердечника с одной стороны двери (140 мм) с предварительным высверливанием отверстий (всего 61 отверстие Ø50) в стене толщиной 650 мм и дальнейшей нарезкой ровных швов глубиной 100 мм для установки металлического усиления	r.m. of joint / п.м. шва
46	ЭСН46-4-2	Reinforcement of door openings increased in height and width in the form of a frame with steel plates made of 80×80×6 angles.	Усиление увеличенных по высоте и ширине дверных проёмов в виде рамы со стальными накладками из уголков 80×80×6	t/т
47	ЭСН13-11-4	Priming of metal surfaces at one time (ГФ-021)	Огрунтовка металлических поверхностей за один раз (ГФ-021)	м ² /м ²
48	ЭСН9-47-6	Installation of a metal door in a finished opening with an area of 2.1 m ²	Установка металлической двери в готовый проем с площадью 2,1 м ²	м ² /м ²
49		Single leaf metal door. The height of the door leaf is 2000 mm. Material: sheet steel 1.5 mm thick. The leaf is filled with non-combustible insulation (mineral wool or PIR-plate).	Одностворчатая металлическая дверь. Высота дверного полотна 2000 мм. Материал: листовая сталь толщиной 1,5 мм. Полотно заполнено негорючим утеплителем (минеральная вата или PIR-плита).	м ² /м ²
50	ЭСН10-34-8	Installation of window units made of PVC profiles tilt-and-turn with an aperture area of more than 2 m ² three-leaf with blind glazing sashes	Установка оконных блоков из ПВХ профилей поворотно-откидных с площадью проема более 2 м ² трехстворчатых с наличием створок глухого остекления	м ² /м ²
51		Window blocks made of PVC profiles 1390×2000(h) mm	Блоки оконные из ПВХ-профилей 1390×2000(г) мм	м ² /м ²
52	ЭСН10-35-1	Installation of PVC window sill boards	Установка подоконных досок из ПВХ	п.м.
53	ЭСН15-70-1	Facing of openings in external walls with a slope strip made of galvanized steel with a polymer coating with a window sill made of galvanized steel with a polymer coating	Облицовка проемов в наружных стенах откосной планкой из оцинкованной стали с полимерным покрытием с устройством водоотлива оконного из оцинкованной стали с полимерным покрытием	м ² /м ²
54		Installation of roller blinds day-night	Установка рулонных штор день-ночь	м ² /м ²
Porch			Крыльцо	
55	ЭСН46-43-2	Disassembly of ceramic tile coverings	Разборка покрытий из керамических плиток	м ² /м ²
56	ЭСН11-27-2	Laying of ceramic tile flooring	Устройство покрытий из плиток керамических	м ² /м ²
57	ЭСН9-1-1	Construction of a metal frame for a canopy	Устройство металлического каркаса для навеса	t/т

58	ЭСН46-24-1	Drilling of vertical holes in reinforced concrete structures for installation of anchors with a depth of 200 mm and a diameter of 20 mm	Сверление в железобетонных конструкциях вертикальных отверстий для установки анкеров глубиной 200 мм диаметром 20 мм	holes / отверстий
59		Highly elastic two-component epoxy adhesive for metal anchoring with compressive strength (7 days) not less than 100MPa (set - 5kg)	Высокоэластичный двухкомпонентный эпоксидный клей для анкеровки металла с прочностью на сжатие (7 суток) не менее 100МПа (комплект - 5кг)	set / комплект
60	ЭСН6-15-6	Installation of steel fastening structures for ventilation hoses	Установка стальных конструкций крепления для металлических колонн навеса	kg/кг
61	ЭСН9-25-1	Installation of canopy cover structures	Монтаж конструкций покрытия навеса	kg/кг
62	ЭСН13-13-9	Painting of metal primed surfaces with enamel ЭП-773	Окраска металлических огрунтованных поверхностей эмалью ЭП-773	m ² /м ²
63	ЭСН10-8-5	Installation of eaves on the contour with metal siding	Устройство карнизов по контуру металлическим сайдингом	m ² /м ²
64	ЭСН12-7-9	Installation of roofing using 0.5 mm thick corrugated zinc-coated painted steel with wall gutters	Устройство кровель из оцинкованной стали толщиной 0,5 мм с настенными желобами	m ² /м ²
65	ЭСН16-28-1	Installation of drainage funnels	Установка воронок водосточных	pcs/шт.
66	P8-68	Installation of straight drainpipes	Навеска прямых звеньев водосточных труб	m/м
Heating and air conditioning			Отопление и кондиционирование	
67	ЭСН20-36-1	Installation of split-systems with wall-type indoor unit with capacity of 7.8kW	Установка сплит-систем с внутренним блоком настенного типа мощностью 7.8kW	pcs/шт.
Ventilation			Вентиляция	
68	P15-158	Ventilation duct cleaning	Прочистка вентиляционных каналов	m/м
69	ЭСН20-7-1	Installation of ventilation grille with mosquito net 20/15	Установка решетки вентиляционной с москитной сеткой 20/15	pcs/шт.
70	ЭСН20-26-1	Installation of centrifugal fans weighing 6.8kg	Установка радиальных вентиляторов массой 6.8кг	pcs/шт.
71		Circular duct fan SYSTEMAIR KD 200 L1	Вентилятор канальный круглый SYSTEMAIR KD 200 L1	pcs/шт.
72		Speed controller for fan	Регулятор скорости для вентилятора	pcs/шт.
73	ЭСН20-1-1	Installation of 0.5 mm thick stainless-steel ducts of class H (normal), diameters 75 and 200 mm	Прокладка воздуховодов из нержавеющей стали класса Н (нормальные) толщиной 0,5 мм, диаметрами 75 и 200 мм	m ² /м ²
74	P17-25; P17-26	Drilling of holes in walls with diamond ring drills with drill diameter 220 mm and depth 150 mm	Сверление отверстий в перекрытиях стаканами с алмазными кольцевыми сверлами диаметром сверла 220 мм и глубиной 150 мм	pcs/шт.

75	ЭСН20-14-1	Installation of umbrellas over shafts made of round sheet steel with a diameter of 200 mm	Установка зонтов над шахтами из листовой стали круглого сечения диаметром 200 мм	pcs/шт.
76		Stainless steel butterfly valve Ø75 mm	Дроссельный клапан из нержавеющей стали Ø75 мм	pcs/шт.
77	ЭСН29-253-3	Reinforcement of the hole with a steel sleeve with a diameter of 220 mm according to GOST 8732-78	Усиление отверстия стальной гильзой диаметром 220 мм по ГОСТ 8732-78	m/м
78		Fixing elements	Крепёжные элементы	kg/кг
79		Installation of 400×500 mm moisture-resistant push-on ceiling hatches for painting	Установка люков ревизионных под покраску нажимных потолочных влагостойких размерами 400×500 мм	pcs/шт.
80	ЭСН46-24-1	Drilling of vertical holes in reinforced concrete structures for installation of anchors with a depth of 200 mm and a diameter of 14 mm	Сверление в железобетонных конструкциях вертикальных отверстий для установки анкеров глубиной 200 мм диаметром 14 мм	holes / отверстий
81	ЭСН6-15-6	Installation of steel fastening structures for ventilation hoses	Установка стальных конструкций крепления для вентиляционных рукавов	kg/кг
Electrical lighting and wiring			Электроосвещение и электромонтаж	
82	ЭСНм08-26-1	IEK ЩРВ-П 12 recessed panel installation	Установка щита встраиваемого IEK ЩРВ-П 12	pcs/шт.
83	ЭСНм08-545-5	Installation of boxes Ø75 mm	Установка коробок Ø75 мм	pcs/шт.
84	ЭСНм08-545-5	Installation of junction boxes Ø75 mm	Установка коробок распределительных Ø75 мм	pcs/шт.
85	ЭСНм08-409-1	Installation of smooth-walled pipes Ø20 mm	Монтаж труб гладкостенных ПНД Ø20 мм	m/м
86	ЭСНм08-403-3	Installation of power cables ВВГнг-LS with cross section 3×2,5 mm ²	Монтаж кабелей силовых ВВГнг-LS сечением 3×2,5 мм ²	m/м
87	ЭСНм08-591-10	Installation of plug sockets	Установка розеток штепсельных	pcs/шт.
88	ЭСНм08-594-1	Installation of 60×60 mm LED luminaires and pendant luminaires	Установка светодиодных светильников 60×60 мм и подвесных светильников	pcs/шт.
89	ЭСНм08-403-3	Installation of power cables ВВГнг-LS with cross section 3×1,5 mm ²	Монтаж кабелей силовых ВВГнг-LS сечением 3×1,5 мм ²	m/м
90	ЭСНм08-526-1	Installation of switches	Установка выключателей	pcs/шт.
91	ЭСНм08-26-1	Installation of a hinged shield ЩРН 24 modules	Установка щита навесного ЩРН 24 модуля	pcs/шт.
92	ЭСНм08-594-1	Installation of 60×60 mm LED luminaires	Установка светодиодных светильников 60×60 мм	pcs/шт.

93	ЭСНм08-409-1	Installation of smooth-walled pipes Ø25	Монтаж труб гладкостенных ПНД Ø25 мм	м/м
94	ЭСНм08-403-3	Installation of power cables ВВГнг-LS with cross section 3x10 mm ²	Монтаж кабеля силового ВВГнг-LS сечением 3x10 мм ²	м/м
Materials and equipment for electrical systems			Материалы и оборудование для электрики	
95		Built-in shield IEK ЩРВ-П 12	Щит встраиваемый IEK ЩРВ-П 12	pcs/шт.
96		Set-up box Ø75 mm	Коробка установочная Ø75 мм	pcs/шт.
97		Junction box Ø75 mm	Коробка распределительная Ø75 мм	pcs/шт.
98		Connection terminal	Клемма соединительная	pcs/шт.
99		Smooth-walled pipes Ø20 mm	Труба гладкостенная ПНД Ø20 мм	м/м
100		Power cable ВВГнг-LS 3x2.5	Кабель силовой ВВГнг-LS 3x2,5	м/м
101		Double flush-mounted socket outlet with protective shutter 16A	Розетка для скрытой установки двухместная с защитными шторками 16А	pcs/шт.
102		Single flush-mounted socket with protective shutter 16A	Розетка для скрытой установки одностепенная с защитными шторками 16А	pcs/шт.
103		2-post hatch (aluminum) LUK/2AL (full set)	Люк на 2 поста (алюминий) LUK/2AL (в сборе)	pcs/шт.
104		LED panel light 60x60 Philips, 48W, 4500K	Светильник светодиодный 60x60 Philips, 48 Вт, 4500К	pcs/шт.
105		LED panel light 60x60 Philips, 40W, 4500K	Светильник светодиодный 60x60 Philips, 40 Вт, 4500К	pcs/шт.
106		Linear LED fixture, 1.2 m, 48W, 4500K	Линейный светодиодный светильник, 1,2 м, 48 Вт, 4500К	pcs/шт.
107		Power cable ВВГнг-LS 3x1.5	Кабель силовой ВВГнг-LS 3x1,5	м/м
108		Single Switch	Выключатель 1-клавишный	pcs/шт.
109		Double Switch	Выключатель 2-клавишный	pcs/шт.
110		Shield hinged ЩРН 24 modules	Щит навесной ЩРН 24 модуля	pcs/шт.
111		Smooth-walled pipes Ø25 mm	Труба гладкостенная ПНД Ø25мм	м/м
112		Power cable ВВГнг-LS 3x10	Кабель силовой ВВГнг-LS 3x10	м/м
113		Circuit breaker RX4.5 1P 50A 4,5kA type B IEK	Автоматический выключатель RX4.5 1P 50A 4,5кА х-ка В IEK	pcs/шт.
114		Circuit breaker RX4.5 1P 10A 4,5kA type C IEK	Автоматический выключатель RX4.5 1P 10A 4,5кА х-ка С IEK	pcs/шт.
115		Circuit breaker RX4.5 1P 16A 4,5kA type C IEK	Автоматический выключатель RX4.5 1P 16A 4,5кА х-ка С IEK	pcs/шт.
116		Busbar with DIN insulator НИ-6x9-6-Д-С IEK	Шина с DIN изолятором НИ-6x9-6-Д-С IEK	pcs/шт.
117		Circuit breaker RX4.5 3P 63A 4,5kA type B IEK	Автоматический выключатель RX4.5 3P 63A 4,5кА х-ка В IEK	pcs/шт.
118		Circuit breaker RX4.5 1P 10A 4,5kA type C IEK	Автоматический выключатель RX4.5 1P 10A 4,5кА х-ка С IEK	pcs/шт.
119		Circuit breaker RX4.5 1P 50A 4,5kA type C IEK	Автоматический выключатель RX4.5 1P 50A 4,5кА х-ка С IEK	pcs/шт.

120		Circuit breaker RX4.5 1P 25A 4,5kA type C IEK	Автоматический выключатель RX4.5 1P 25A 4,5кА х-ка С IEK	pcs/шт.
Floor grounding			Заземление пола	
121	ЭСНм8-472-2	Grounding conductor from steel strip with section 40×4 mm ²	Заземлитель горизонтальный из стали полосовой сечением 40×4 мм ²	m/м
122		Steel strips GOST 103-2006 40×4 mm	Сталь полосовая по ГОСТ 103-2006 40×4 мм	kg/кг
123	ЭСНм8-472-1	Grounding conductor horizontal from round steel bars 14 mm in diameter	Заземлитель горизонтальный из стали круглой диаметром 14 мм	m/м
124		Round steel bars GOST 2590-2006 14 mm in diameter	Сталь круглая по ГОСТ 2590-2006 диаметром 14 мм	kg/кг
125	ЭСНм8-471-4	Grounding conductor vertical from round steel bars 16 mm in diameter	Заземлитель вертикальный из круглой стали диаметром 16 мм	pcs/шт.
126		Round steel bars GOST 2590-2006 16 mm in diameter	Сталь круглая по ГОСТ 2590-2006 диаметром 16 мм	kg/кг
Cold and hot water supply			Холодное и горячее водоснабжение	
127	ЭСН1-192-2	Hand excavation in trenches, soil group: 2	Разработка грунта вручную в траншеях, группа грунтов: 2	m ³ /м ³
128	ССЦ-4/2024	Sand delivery	Завоз песка	t/т
129	ЭСН1-196-1	Backfilling of sand by hand	Засыпка вручную песка	m ³ /м ³
130		Sand	Песок	m ³ /м ³
131	ЭСН1-196-1	Backfilling of trenches by hand, soil group: 1	Засыпка вручную траншей, группа грунтов: 1	m ³ /м ³
132	ЭСН46-24-3	Drilling of vertical through holes with a diameter of 32 mm in reinforced concrete slabs with ring diamond drills	Сверление кольцевыми алмазными сверлами в железобетонных перекрытиях вертикальных отверстий сквозных диаметром 32 мм	pcs/шт.
133	ЭСН46-25-3; ЭСН46-25-19	Drilling of through horizontal holes of 32 mm diameter in basement walls 650 mm thick with diamond ring drills	Сверление кольцевыми алмазными сверлами в стенах подвала толщиной 650 мм сквозных горизонтальных отверстий диаметром 32 мм	pcs/шт.
134	ЭСН16-14-12	Laying of internal water supply pipelines from polypropylene pipes Ø25 mm	Прокладка внутренних трубопроводов водоснабжения из полипропиленовых труб Ø25 мм	m/м
135	ЭСН16-14-11	Laying of internal water supply pipelines and polypropylene pipes Ø20 mm	Прокладка внутренних трубопроводов водоснабжения и из полипропиленовых труб Ø20 мм	m/м
136	ЭСН16-17-1	Installation of 25 mm valves	Установка вентилей 25 мм	pcs/шт.
137	ЭСН16-17-1	Installation of 20 mm valves	Установка вентилей 20 мм	pcs/шт.
138	ЭСН18-21-1	Installation of filters with diameter: 20 mm	Установка фильтров диаметром: 20 мм	pcs/шт.
139	ЭСН16-19-1	Installation of safety valves Ø20 mm	Установка клапанов предохранительных Ø20 мм	pcs/шт.

140	ЭСН16-14-11	Laying of internal water supply pipelines and polypropylene pipes Ø20 mm	Прокладка внутренних трубопроводов водоснабжения и из полипропиленовых труб Ø20 мм	м/м
141	ЭСН16-17-1	Installation of 20 mm valves	Установка вентилей 20 мм	pcs/шт.
142	ЭСН18-5-5	Installation of electric storage (tank) water heaters with capacity: up to 50 liters	Монтаж водонагревателей электрических накопительных (емкостных) объемом: до 50 л	pcs/шт.
143	ЭСН22-23-2	Installation of polyethylene fittings: tees	Установка полиэтиленовых фасонных частей: тройников	pcs/шт.
144	ЭСН22-23-1	Installation of polyethylene shaped parts: bends, elbows, branch pipes, transitions	Установка полиэтиленовых фасонных частей: отводов, колен, патрубков, переходов	pcs/шт.
145	ЭСН16-29-2	Cut-ins to existing water supply pipelines with diameter: 20 mm	Врезки в действующие сети трубопроводов водоснабжения диаметром: 20 мм	cut-in / врезка
Materials and equipment for cold and hot supply			Материалы и оборудование для холодного и горячего водопровода	
146		Cast iron tee Ø20 mm	Чугунный тройник Ø20 мм	pcs/шт.
147		Complete bend Ø 20 mm	Сгон в комплекте Ø20 мм	pcs/шт.
148		American pipe with male thread	Американка с наружной резьбой	pcs/шт.
149		PPR pipe Ø 25 mm	Труба ППР Ø 25 мм	м/м
150		90° PPR bend Ø25 mm	Отвод 90° ППР Ø 25 мм	pcs/шт.
151		PPR tee Ø25 mm	Тройник ППР Ø 25 мм	pcs/шт.
152		Reducing fitting PPR 25×20	Переход ППР 25×20	pcs/шт.
153		90° PPR bend Ø20 mm	Отвод 90° ППР Ø20 мм	pcs/шт.
154		PPR tee Ø20 mm	Тройник ППР Ø20 мм	pcs/шт.
155		PPP pipe PN10 Ø20 mm	Труба ППР PN10 Ø20 мм	м/м
156		Ball valve PPR 25 mm	Вентиль шаровой ППР 25 мм	pcs/шт.
157		Ball valve PPR 20 mm	Вентиль шаровой ППР 20 мм	pcs/шт.
158		Filter connection	Американка для фильтра	pcs/шт.
159		Mainline filter	Магистральный фильтр	pcs/шт.
160		Water pressure reducer	Редуктор давления воды	pcs/шт.
161		Safety relief valve	Предохранительный клапан	pcs/шт.
162		PPP pipe PN25 Ø20 mm	Труба ППР PN25 Ø20 мм	м/м
163		Ball valve PPR PN25 20 mm	Вентиль шаровой ППР PN25 20 мм	pcs/шт.
164		PPR tee Ø20 mm PN25	Тройник ППР Ø20 мм PN25	pcs/шт.
165		90° Bend 90° PPR Ø20 mm PN25	Отвод 90° ППР Ø20 мм PN25	pcs/шт.
166		Water heater Ariston ABS VLS EVO PW 50 D	Водонагреватель Ariston ABS VLS EVO PW 50 D	pcs/шт.
167		Metal cabinet for filter installation (40×50×20 cm)	Металлический шкаф для установки фильтра (40×50×20 см)	pcs/шт.
168		Signal tape (Plumbing)	Сигнальная лента (Водопровод)	м/м
Sewerage			Канализация	
169	ЭСН1-192-2	Hand excavation in trenches, soil group: 2	Разработка грунта вручную в траншеях, группа грунтов: 2	м³/м³
170	ССЦ-	Sand delivery	Завоз песка	т/т

	4/2024			
171	ЭСН1-196-1	Backfilling of sand by hand	Засыпка вручную песка	m ³ /м ³
172		Sand	Песок	m ³ /м ³
173	ЭСН1-196-1	Backfilling of trenches by hand, soil group: 1	Засыпка вручную траншей, группа грунтов: 1	m ³ /м ³
174	ЭСН16-15-1	Laying of sewerage pipelines from high-density polyethylene pipes with diameter: 50 mm	Прокладка трубопроводов канализации из полиэтиленовых труб высокой плотности диаметром: 50 мм	m/м
175	ЭСН22-23-1	Installation of polyethylene fittings: bends	Установка полиэтиленовых фасонных частей: отводов	pcs/шт.
176	ЭСН22-23-2	Installation of polyethylene fittings: tees	Установка полиэтиленовых фасонных частей: тройников	pcs/шт.
177	ЭСН46-24-8	Drilling of vertical through holes with a diameter of 60 mm in reinforced concrete slabs with ring diamond drills	Сверление кольцевыми алмазными сверлами в железобетонных перекрытиях вертикальных отверстий сквозных диаметром 60 мм	pcs/шт.
178	ЭСН46-25-8; ЭСН46-25-24	Drilling of through horizontal holes of 60 mm diameter in basement walls 400 mm thick with diamond ring drills	Сверление кольцевыми алмазными сверлами в стенах подвала толщиной 400 мм сквозных горизонтальных отверстий диаметром 60 мм	pcs/шт.
179	ЭСН26-17-1	Insulation of pipelines with products made of foamed rubber ("Armoflex"), foamed polyethylene ("Thermoflex"): tubes Ø50 mm	Изоляция трубопроводов изделиями из вспененного каучука ("Армофлекс"), вспененного полиэтилена ("Термофлекс"): трубками Ø50 мм	m/м
180	ЭСН6-24-1	Rehabilitation of concrete exterior staircases	Восстановление бетонных лестниц наружных	m ³ /м ³
181	ЭСН11-11-1	Screed leveling with sand-cement mortar 20mm thick	Устройство стяжек цементных толщиной 20 мм	m ³ /м ³
182		Reinforcing bars A-500c Ø10-14 mm	Арматура А-500с Ø10-14 мм	kg/кг
183		Reinforcing bars A-240 Ø6 mm (200 mm spacing)	Арматура А-240 Ø6 мм (шаг установки – 200 мм)	kg/кг
Materials and equipment for sewerage			Материалы и оборудование для канализации	
184		90° PVC bend Ø50 mm	Отвод 90° ПВХ Ø50 мм	pcs/шт.
185		45° PVC bend Ø50 mm	Отвод 45° ПВХ Ø50 мм	pcs/шт.
186		PVC tee 50x50x50 45° oblique	Тройник ПВХ 50x50x50 45° косой	pcs/шт.
187		PVC tee 50x50x50 90° straight	Тройник ПВХ 50x50x50 90° прямой	pcs/шт.
188		PVC pipe Ø50 mm	Труба ПВХ Ø50 мм	m/м
189		Signal tape (Sewerage)	Сигнальная лента (Канализация)	m/м

No.	Materials	Designation of document, standard	Notes
1	Cement based levelling compound in 3 to 15 mm layer thickness for indoor application	EN 13813-2002	Self-levelling compound for producing norm-conforming substrates before covering them with final floor covering materials. Compound is suitable for concrete, cement-sand and other mineral bases to create smooth surface ready to receive textile, lamella, PVC, linoleum coverings as well as ceramic tiles. Also suitable for heated floors.
2	Roll waterproofing membranes	ГОСТ P 70086-2022 EN 13969:2004 / A1:2006	Material Type: Bituminous roll membrane with polymer modification (APP/SBS). Thickness: Minimum 4 mm. Reinforcement: Polyester or fiberglass. Water Resistance: ≥ 0.1 MPa for 24 hours. Tensile Strength: ≥ 400 N/50mm (longitudinal and transverse). Flexibility at Low Temperatures: Resistant up to -10°C (APP) or -25°C (SBS). Surface Finish: Sanded or mineral granules (for top layer if exposed). Adhesion: Fully torch-applied to the surface. Compatibility: Suitable for concrete substrates. Life Expectancy: Minimum 15 years under normal conditions.
3	Expanded clay aggregate	ГОСТ 32496-2013	Lightweight aggregate made from expanded natural clay to be applied as heat-insulating backfill for floor.
4	Reinforcement meshes 100×100 mm Ø3.8 mm (mesh size 1×3 m)	ГОСТ 23279-2012	For floor screed reinforcement applications
5	Portland Cement M-400	ГОСТ 10178-85	For general construction operations
6	Extruded Polystyrene (XPS)	ГОСТ 15588-2014	Thickness: 15 mm. Density: ≥ 28 kg/m ³ Compressive Strength: ≥ 250 kPa Water Absorption: $< 1\%$ (extremely low, ideal for moisture-prone areas).
7	Conductive Primer	ГОСТ 31425-2012	Electrically conductive primer for antistatic and conductive flooring systems. Electrical Resistance: $10^4 \sim 10^6$ ohms Applied in two coats with a drying time of 4–6 hours between coats Adhesion Strength: ≥ 1.5 MPa (to concrete substrate) Suitable for conductive linoleum and copper grounding tape.
8	Conductive Linoleum Flooring	ГОСТ 31424-2012	Conductive linoleum with embedded copper tapes. Thickness: 3 mm. Electrical Resistance: $10^6 \sim 10^8$ ohms (meets IEC 61340-4-1 for ESD flooring). Roll Width: 2 m (standard roll width for seamless installation)

9	Conductive Adhesive	ГОСТ 31424-2012	Electrically conductive adhesive for securing conductive linoleum and copper tape. Electrical Resistance: $\leq 10^6$ ohms. Setting Time: 24–48 hours (full curing).
10	Floor tiling	ГОСТ 13996-2019	Ceramic tiles, suitable for floors in laboratory areas. Standard sizes: 300×300 mm, 400×400 mm, 600×600 mm. Thickness: 8 mm. Matte, or textured finishes. Slip Resistance: R10 (for wet areas, measured according to DIN 51130 or local standards). Water Absorption: $\leq 10\%$ for ceramic floor tiles (recommended to avoid moisture retention)
11	Tile adhesive	ГОСТ 31357-2007 EN 12004	Cement-based adhesive (polymer-modified), suitable for ceramic. Adhesion Strength: ≥ 1.0 MPa (wet conditions or after freeze-thaw cycles)
12	Laminate flooring	ГОСТ 32304-2013 EN 13329:2016 +A1:2017 +A2:2021	Multi-layer synthetic flooring with a high-density fiberboard (HDF) core, decorative layer, and protective overlay. Thickness: Standard: 8–10 mm for commercial use. Abrasion Class (AC Rating): AC4: Heavy residential and moderate commercial traffic (kitchens, offices). Impact Resistance: Complies with class 32 – general commercial level of use, ensuring resistance to impacts
13	Laminate underlayment	ГОСТ 31309-2005 EN 14041	Composition: Closed-cell polyethylene foam. Density: 20–50 kg/m ³ (for optimal durability and performance). Standard Thickness: 3 mm (sufficient for most applications).
14	Polyvinylchloride skirting boards	ГОСТ 19111-2001 EN 13245-2:2008	Material: Polyvinyl Chloride (PVC) with additives for flexibility, impact resistance, and durability. Surface Finish: wood-grain effect. Height: 67-70 mm. Thickness: 26 mm. Length: Typically, 2–3 meters per strip.
15	Welded wire mesh 50×50×5 (Bp-1)	ГОСТ 23279-2012	For walls reinforcement. The material for production is cold drawn Bp-1 wire with diameter of 5.0 mm
16	Concrete bonding agent	ГОСТ 31384-2008 EN 1504-2	Polymer dispersion with mineral aggregates. Pink liquid with a gritty texture due to fine quartz sand particles. Density: Approximately 1.5 g/cm ³ . Adhesion Strength: 0.3 MPa on smooth, non-absorbent substrates. Temperature Resistance: Once cured: From -30°C to +70°C. Drying Time: Touch-dry: 3–4 hours.
17	Metal beacons	ГОСТ P 52246-2016	Metal beacons (plastering guides or profiles) are essential tools in plastering to ensure that the plaster is applied evenly and to the correct thickness. Material: steel (galvanized or coated) for corrosion resistance and strength.
18	Sand for construction works	ГОСТ 8736-85	For general construction operations
19	Polystyrene foam sheets	ГОСТ 15588-2014	For Insulation of exterior walls from inside. Material: Expanded polystyrene (EPS). Density: 12–18 kg/m ³ . Color: Typically white, though may be grey (with additives for improved insulation) or other colors.
20	Polyurethane foam	EN 14315-1	As an adhesive for attaching polystyrene foam sheets to walls and for windows installation. Type: Polyurethane-based adhesive foam, one-component. Appearance: Typically, in an aerosol can or cartridge for gun application. Color: Usually yellow or beige.

			Density is 19±3 kg/m ³
21	Woven mesh 5×5–1,0	ГОСТ 3826-82	When used in plastering applications, serves as a reinforcement material to strengthen the plaster layer and prevent cracking, improve adhesion to the underlying surface
22	KNAUF Rotband	EN 13279-1	Universal gypsum-based plaster designed for manual application on walls and ceilings. Composition: gypsum binder, lightweight fillers (e.g., perlite), additives to enhance workability and adhesion. Application: suitable for interior walls and ceilings.
23	Glass fleece	ГОСТ 19170-2001 ISO 3374	Glass fleece with a density of 200 g/m ² is a high-quality non-woven material used as a reinforcing layer for wall and ceiling surfaces, providing a smooth, durable finish. It is often primed for direct painting.
24	Filler for high-quality painting	ГОСТ 10277-90	For high-quality surface preparation before painting or other finishing work. It is widely used for creating a perfectly smooth, durable surface on walls and ceilings. Composition: water-based acrylic binder, mineral fillers, special additives for workability and durability. Application: suitable for interior use.
25	Low-VOC interior paint	EU directive 2004/42/CE	Low-VOC interior paints that designed to minimize the release of harmful volatile organic compounds (VOCs) into the air, ensuring better indoor air quality and environmental safety. These paints are particularly suitable for areas where air quality is a priority. Low-VOC Paint: Less than 50 g/L (grams per liter) as per most standards. Composition: water-based acrylic. Finish: deep matte. Coverage: typically, 9–11 m ² /L, on a non-absorbent surface
26	Knauf Standard Gypsum Board for Ceilings (GK 9.5 mm)	ГОСТ 6266-97	General Characteristics: Thickness: 9.5 mm (suitable for ceilings due to its lightweight nature). Width: 1200 mm. Length: Available in 2000 mm, 2500 mm, or 3000 mm. Edge Type: Tapered Edge (TE) for seamless joints. Material Composition: Core: Non-combustible gypsum. Facing: High-quality paper liner for smooth finishing.
27	KNAUF ceiling profile (PP) 60×27mm	ГОСТ 30246-2016 DIN EN 14195	Metal framing profile used for constructing ceiling substructures in combination with other profiles
28	KNAUF ceiling guide rail (RR) 28×27mm	ГОСТ 30246-2016 DIN EN 14195	Metal framing profile used in suspended construction ceiling systems. Dimensions: width 28 mm (base width); height 27 mm (sidewall height); length – usually available in 3000 mm, 4000 mm, or custom lengths as needed. Wall Thickness: Typically, 0.5 mm.
29	Profile extension 60×27	ГОСТ 30246-2016 DIN EN 14195	Profile extension 60×27 is a specialized accessory designed to join two lengths of Knauf PP 60×27 ceiling profiles securely
30	Mineral wool insulation 50×600×1250, board.	ГОСТ 9573-2017	Mineral wool insulation designed for thermal and acoustic insulation in building applications. Physical Dimensions: Thickness: 50 mm. Width: 600 mm. Length: 1250 mm.
31	Angle iron 50×50×5	ГОСТ 8509-93	Reinforcement of height-increased door openings

32	Hot-rolled steel sheets	ГОСТ 19903-2015	For gusset plates to connect angle iron frames. Carbon structural steels: e.g., St3sp, St3ps, or other general-purpose grades. Thickness: 5 mm. Strips: From 600 mm and narrower. Pickled surface: To remove scale and improve weldability. Dimensional tolerances depend on thickness and width, defined as normal
33	Electrode, type "Э50"	ГОСТ 9467-75	For welding carbon and low-alloy structural steels with a tensile strength of up to 50 kgf/mm ²
34	Metal doors	ГОСТ 31173-2016	Material: Sheet Steel Thickness: 1.5 mm (cold-rolled, galvanized or powder-coated). Finish: Powder-coated for durability, with color options (e.g., RAL shades). Frame: Welded steel profile, 1.5–2 mm thick for stability. Core Insulation: Mineral Wool (Density: ~50–80 kg/m ³) for thermal and acoustic insulation
35	Window units made of PVC profiles		Profile Thickness: Minimum 70 mm, multi-chamber design (e.g., 5 or 6 chambers) for insulation. Reinforcement: Steel reinforcement of 1.2–1.5 mm thickness in load-bearing parts of the frame. Thermal Resistance: Uf (frame): 1.2–1.4 W/m ² ·K (depends on the profile system).
36	Galvanized Steel Base with Polymer Coating	ГОСТ 14918-2020	For facing openings in external Walls Galvanized Steel Base: Steel Type: Cold-rolled galvanized steel; Steel Thickness: 0.5 mm; Zinc Coating: Minimum 140 g/m ² (for corrosion resistance, per GOST 14918-2020); Corrosion Resistance Class: C3 to C4 (suitable for moderate to harsh outdoor environments). Polymer Coating (Protective Layer): Type: Polyester (PE), Polyurethane (PU), or PVDF (Polyvinylidene Fluoride); Coating Thickness: 25–50 µm (depending on coating type and environmental exposure); Colors: RAL-standard colors available (e.g., RAL 9016 for white, RAL 8017 for brown); UV Resistance: High UV resistance, maintaining color and gloss for 10–20 years
37	PPR Reinforced Pipes (Ø25 mm)	ГОСТ 32415-2013	Polypropylene Random Copolymer (PPR type 3) Reinforcement: Glass fiber (PPR-GF) Outer Diameter: 25 mm Wall Thickness: 4.2 mm Pressure Rating: PN 25 Max Operating Temperature: Up to +95°C Thermal Expansion Coefficient: ~0.03–0.035 mm/m·K Corrosion Resistance: 100% Corrosion-Free Service Life: 50+ years (at ≤70°C and ≤8 bar)
38	PPR Reinforced Pipes (Ø20 mm)	ГОСТ 32415-2013	Polypropylene Random Copolymer (PPR Type 3) Reinforcement: see Ø25 mm Outer Diameter: 20 mm Wall Thickness: 3.4 mm Pressure Rating: PN 25 Max Operating Temperature: Up to +95°C

39	Steel bimetallic radiators	EN 442	Type: Bimetallic radiator (steel core with aluminum fins) Core Material: Steel (for high-pressure resistance and corrosion protection) Outer Material: Aluminum (for improved heat dissipation) Coating: Powder-coated with corrosion-resistant enamel Color: White (RAL 9016) Height (H) 600 mm Length (L) 1000 mm Depth 80 mm Number of Sections 10 Section Width: 100 mm per section		
40	Ball valves	EN 12201	Full bore ball valve Body Material: Brass (CW617N or equivalent, nickel-plated) for durability and corrosion resistance Polypropylene (PPR) with integrated brass ball and stem Ball Material: Chrome-plated brass for smooth operation Sealing Material: PTFE (Teflon) seats for leak-proof performance		
41	Angles, Tees, and Fittings for PPR Reinforced Pipes (Ø20 mm & Ø25 mm)	ГОСТ 32415-2013	Material: PPR Type 3 (Polypropylene Random Copolymer) Reinforcement: Glass fiber (PPR-GF-PPR) or Aluminum foil (PPR-AL-PPR) Pressure Class: PN 25 Corrosion Resistance: 100% corrosion-free Thermal Expansion: Minimal due to reinforcement		
	Fitting Type	Nominal Diameter (DN)	Outer Diameter (mm)	Wall Thickness (mm)	Connection Type
	Elbow (90°)	20 / 25	20 / 25	3.4 / 4.2	Socket fusion welding
	Elbow (45°)	20 / 25	20 / 25	3.4 / 4.2	Socket fusion welding
	Tee (Equal)	20 / 25	20 / 25	3.4 / 4.2	Socket fusion welding
	Tee (Reducing)	20×20×16 / 25×25×20	20 / 25	3.4 / 4.2	Socket fusion welding
	Coupling (Straight)	20 / 25	20 / 25	3.4 / 4.2	Socket fusion welding
	Reducer (Adapter)	25×20	25×20	4.2	Socket fusion welding
	Threaded Adapter (Male/Female)	20×½", 25×¾"	20 / 25	3.4 / 4.2	Threaded brass insert
	Union Fitting	20 / 25	20 / 25	3.4 / 4.2	Threaded + socket fusion
42	Primer GF-021 (ГФ-021)	ГОСТ 25129-2020	For priming metal surfaces		
43	Enamel PF-115 (ПФ-115)	ГОСТ 6465-76	For painting metal surfaces		

ANNEX IX – Risk Management Plan

Risk Management Plan (RMP) to be prepared by the Bidder, as an initial plan to form an integral part of the technical offer.

This RMP should anticipate all risks associated with the project' implementation. As well, the plan should include all measures & actions that can be taken to avoid or at-least reduce all involved risks Annex- IX.

If selected, the Contractor will discuss all aspects of the RMP with UNESCO Tashkent Office and agree on the final plan, to form an integral part of UNESCO Contract for Works.

Item	Key Challenges Identified Potential Risks	When/ Frequency	Risk Mitigation Measures	Risk owner
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

ANNEX X – General Terms and Conditions for Large Scale Works

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

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

- a) "Employer" means the United Nations Educational Scientific and Cultural Organisation (UNESCO).

- b) "Contractor" means the person whose Bid has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNESCO to administer the Contract as provided 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 there under by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in

- completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require General inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES

6.1 Obligation to Perform in Accordance with Contract

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

6.2 Responsibility for Site Operations

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

6.3 Responsibility for Employees

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

6.4 Source of Instructions

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

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party. Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

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.

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

- 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.
- The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Annex 5 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.
- 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 Bid 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 Bid, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF BID

The Contractor shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid 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 UNESCO 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 mis-conducting 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 do not conform to the standards set forth in paragraph (a) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

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

19. WATCHING AND LIGHTING

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

20. CARE OF WORKS

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS ETC

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor* (a) for the period stipulated in Clause 20 (a) 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 of 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 employees. 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. DISCOVERIES

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 thereby.

30. EXTRAORDINARY TRAFFIC AND GENERAL 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, pre-constructed 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 General 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. CLEANLINESS OF THE SITE

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

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

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

34. LABOUR

34.1 Engagement of Labour

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

34.2 Supply of Water

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

34.3 Alcoholic Drinks or Drugs

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

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

34.5 Holiday and Religious Customs

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

34.6 Epidemics

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

34.7 Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighbourhood of the Works against the same.

34.8 Observance by Sub-Contractors

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

34.9 Legislation applicable to Labour

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

35. RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Engineer, deliver to the Engineer at his office, a return in detail in the form and at such intervals as the Engineer may prescribe showing the supervisory staff

and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer may require.

36. MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

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

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

36.2 Cost of Samples

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

36.3 Cost of Tests

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

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

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

37. ACCESS TO SITE

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

38. EXAMINATION OF WORK BEFORE COVERING UP

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

39. REMOVAL OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

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

- 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;
- The substitution of proper and suitable materials; and
- 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 General temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall 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 fails to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or 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 fails to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

47.5 Certificate of Final Completion

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

48. ALTERATIONS, ADDITIONS AND OMISSIONS

48.1 Variations

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

- increase or decrease the quantity of any work under the Contract;
- omit any such work;
- change the character or quality or kind of any such work;
- change the levels, lines, positions and dimensions of any part of the Works;
- execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

48.2 Variations Increasing Cost of Contract or altering the Works.

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

48.3 Orders for Variations to be in Writing

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

48.4 Valuation of Variations

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

49. PLANT, TEMPORARY WORKS AND MATERIALS

49.1 Plant, etc., Exclusive Use for the Works

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

49.2 Removal of Plant, etc.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor shall be deposited in a location approved by the local authorities.

49.3 Employer not liable for Damage to Plant

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

49.4 Ownership of paid material and work

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

49.5 Equipment and supplies furnished by Employer

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

50. APPROVAL OF MATERIALS ETC., NOT IMPLIED

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

51. MEASUREMENT OF WORKS

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

52. LIABILITY OF THE PARTIES

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

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

52.3 Unfulfilled Obligations

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

52.4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of three years after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53. AUTHORITIES

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

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

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

53.2 Evaluation after Re-entry

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

53.3 Payment after Re-entry

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

The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54. URGENT REPAIRS

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

55. INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in exchange rates, 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 Generally indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60. PHOTOGRAPHS AND ADVERTISING

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

61. PREVENTION OF CORRUPTION

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

62. DATE FALLING ON HOLIDAY

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

63. NOTICES

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

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

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

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

64. LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English 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 UNESCO any records or information, oral or written, which the UNESCO may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNESCO 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, natural disasters, 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 UNESCO 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 UNESCO of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any General condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (b) 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 UNESCO 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
- (c) For the purpose of the preceding sub-paragraph, the UNESCO may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

67. SUSPENSION BY THE UNESCO

The UNESCO 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 UNESCO' 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 the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.
- (b) After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by the UNESCO 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 UNESCO for a period equal to any period of suspension, taking into account any General conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

68. TERMINATION BY THE UNESCO

The UNESCO may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of the UNESCO 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 UNESCO 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 UNESCO detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNESCO of the existence of such breach and the UNESCO' inability to remedy it, or upon failure of the UNESCO 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 UNESCO

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

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

71. SETTLEMENT OF DISPUTES

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

71.1 Notification

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

71.2 Consultation

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

71.3 Conciliation

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

71.4 Arbitration

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

72. PRIVILEGES AND IMMUNITIES

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

73. CHILD EMPLOYMENT

The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

74. MINES

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

75. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor. The Contractor shall:

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

76. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated>.

[list](#). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

77. AUDITS AND INVESTIGATIONS

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

78. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under the Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

79. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/btd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

80. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

ANNEX XI – Special Contract Conditions

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

Warranty/Guarantee		
x Applies	<input type="checkbox"/> Does not apply	According to clause 47 of the of the General Conditions, the defects liability period will be applicable for the period of 6 months calculated from the date of completion of the Works stated in the Certificate of Substantial Completion. The Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and if any defects are discovered or arise during this period and shall execute all such work of repair at his own expense.
Liquidated damages		
x Applies	<input type="checkbox"/> Does not apply	According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0.35% of the price of the Contract per Calendar Day of delay, up to a maximum of 10% of the final price of the Contract.
Performance Guarantee		
x Applies	<input type="checkbox"/> Does not apply	The Performance Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of 10% (Ten Percent) of the Contract Amount. The performance guarantee should be valid for a period of 6 months after completions of works.
Liability Insurance		
x Applies	<input type="checkbox"/> Does not apply	The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of The Contract Value plus 10% with a maximum deductible of 10% (ten percent) .
Mobilization Period		
x Applies	<input type="checkbox"/> Does not apply	The Contractor shall commence work within 20 (Twenty) days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer.
Completion Period		
x Applies	<input type="checkbox"/> Does not apply	The Contractor shall perform and substantially complete the Works within 4 (four) months after Commencement , in accordance with the Contract. The Contractor shall provide all material, supplies, labour and other services necessary to that end.
Special Payment Conditions		
x Applies	<input type="checkbox"/> Does not apply	<p>1 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.</p> <p>2 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in the Total Bid Price as per the Price Schedule Form above, he shall so inform the Engineer without delay, in order for UNESCO to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNESCO shall not be responsible for payment of any amount in excess of that stipulated in the Total Bid Price as per the Price Schedule Form above unless this latter amount has been</p>

increased by means of a written amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNESCO.

- 3 The Contractor shall submit an invoice for up to **15% (Fifteen Percent) of the Contract Amount Plus VAT (IVA)**, for an **Advance Payment**, if requested, upon signature of this Contract by both parties, and invoices for the work performed and materials utilized **not later than the 25th day of each month**, and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 4 UNESCO shall effect payment of the invoices **30 (thirty) days** after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNESCO may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 5 Payments effected by UNESCO to the Contractor shall be deemed neither to relieve the Contractor of its obligations under the Contract nor as acceptance by UNESCO of the Contractor's performance of the Works.
- 6 Payment of the final invoice shall be effected by UNESCO after issuance of the Certificate of Final Completion by the Engineer.
- 7 The amount to be retained and paid into a retention fund from each payment will be 10% (ten percent) to a total of 10% of the contract value. 50% of the retention monies will be released upon the issuance of the Certificate of Substantial Completion and the balance at the end of the defects liability period.
- 8 Any request for advance payment, if necessary, shall be made upon signature of the contract by both parties and is subject to receipt and acceptance by UNESCO of a bank guarantee for the full amount of the advance payment issued by a Bank in Uzbekistan and in a form acceptable to UNESCO.
- 9 The amounts of the payments referred to under section 5 above shall be subject to a deduction of **15% (Fifteen Percent)** of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNESCO may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 8 above.
- 10 The Contingency amount as allowed for in the Price Schedule shall be used at the discretion of the Engineer, and duly authorized by UNESCO, according to clause 48 of the of the General Conditions, and the works shall be measured according to the rate contained into the priced Bills of Quantities.

Compliance with any other condition(s) required?

☐ Applies ☒ Does not apply To be specified.

ANNEX XII – Models for Security Forms (if applicable)

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

1. PERFORMANCE BANK GUARANTEE (Unconditional)

[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],*² whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 15(a) is hereby excluded.

[signature(s) of an authorized representative(s) of the Bank]

¹ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected Completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this Guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

2. BANK GUARANTEE FOR ADVANCE PAYMENT

The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract.

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Employer]*

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*)³ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*,⁴ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

OR alternative

This guarantee shall remain in full effect from the date of the advance payment under the contract until UNESCO recovers full payment of the same amount from the contractor / this guarantee shall expire on the *[insert number]* day of *[insert month]*, *[insert year]*.

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

[insert signature(s) of authorized representative(s) of bank]

³ The Guarantor shall insert an amount representing the amount of the Advance Payment and denominated either in the currency(ies) of the Advance Payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

⁴ Insert the expected expiration date of the Time For Completion. The Employer should note that in the event of an extension of the Time For Completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed *[six months]*/*one year*", in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the guarantee."