REQUEST FOR QUOTATION (RFQ)

NAME AND ADDRESS OF FIRM

DATE: August 11, 2017

REFERENCE: RFQ/049/17 – Power Supply for SNP 500/10 type Pumping Stations at the Boz-Yab channel Buzkala Water Consumer Associations in Yangibazar district of Khorezm Region.

Dear Sir / Madam:

We kindly request you to submit your quotation for construction of “Power Supply for SNP 500/10 type Pumping Stations at the Boz-Yab channel Buzkala Water Consumer Associations in Yangibazar district of Khorezm Region”, as detailed in Annex 1 of this Request.

When preparing quotation, please be guided by the form provided in Annex 2.

Quotations shall be submitted on or before 17.00 Tashkent time August 25, 2017 via e-mail or courier mail to the address specified below:

United Nations Development Programme (UNDP)
Republic of Uzbekistan, Tashkent
Mirabad Street, 41/3
Procurement Unit UNDP in Uzbekistan

Electronic version of your quotation shall be submitted to bids.uz@undp.org.

Quotation submitted by e-mail must be limited to a maximum size of 5 MB, virus-free and consist of no more than 3 email transmissions. Otherwise, such quotations will be rejected. The following shall be on the subject of e-mail sent to bids.uz@undp.org:

Subject: RFQ/049/17 – Tender for construction of “Power Supply for SNP 500/10 type Pumping Stations at the Boz-Yab channel Buzkala Water Consumer Associations in Yangibazar district of Khorezm Region”.

If you submit your quotation to the above specified address, you shall ensure marking the envelope as follows:

“TO: UNDP in Uzbekistan
ATTENTION: QUOTATION OPENING UNIT
SEALED QUOTATION: RFQ/049/17
VENDOR: (NAME AND ADDRESS OF YOUR COMPANY)
SUBMISSION DEADLINE: 17.00 (Tashkent time (GMT+5), August 25, 2017
Quotations shall not be opened at entrance desk”

It shall remain your responsibility to ensure that your quotation will reach the specified address on or before the specified deadline. Quotations received by UNDP after the above specified deadline, for whatever reason, will not be considered. If you submit your quotation via e-mail, you are kindly requested to ensure that it was signed and saved in the pdf format, as well as free of viruses or corrupted files.

Please take note of the following requirements and conditions related to the supply of the abovementioned good/s:

1. Quotations submitted to other e-mail addresses will not be accepted and will be rejected.
2. Quotations that do not contain the specified subject or reference to the tender number in the subject line of e-mail message will not be opened and will be rejected.
<table>
<thead>
<tr>
<th>Delivery Terms</th>
<th>All works shall be performed at the address specified below</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customs clearance, if required, shall be done by:</td>
<td>N/A</td>
</tr>
<tr>
<td>Exact Address/es of Delivery and Installation locations</td>
<td>Boz-Yab channel Buzkala Water Consumer Associations in Yangibazar district of Khorezm Region, Republic of Uzbekistan</td>
</tr>
<tr>
<td>Delivery of Shipping Documents</td>
<td>N/A</td>
</tr>
<tr>
<td>Latest Expected Date for Delivery / Performance of Works</td>
<td>In the shortest possible time, but not later than 60 working days from the date of receiving 15% advance payment, for local vendors; 60 working days from the date of contract signature by both parties, for foreign companies.</td>
</tr>
<tr>
<td>Delivery Schedule</td>
<td>☑ Required (in any form)</td>
</tr>
<tr>
<td>Packing Requirements</td>
<td>☑ N/A</td>
</tr>
<tr>
<td>Preferred Currency of Quotation</td>
<td>☑ US Dollars; or ☑ Local Currency: Uzbek Soums</td>
</tr>
<tr>
<td>VAT on Price Quotation</td>
<td>☑ Must be exclusive of VAT and other applicable indirect taxes</td>
</tr>
<tr>
<td>After-Sales Services Requirements</td>
<td>☑ N/A</td>
</tr>
<tr>
<td>Deadline for Submission of Quotation</td>
<td>17:00, August 25, 2017 Tashkent (GMT+5)</td>
</tr>
<tr>
<td>All documentation, including catalogues, instructions and operating manuals will be submitted in the following language:</td>
<td>☑ English; or ☑ Russian</td>
</tr>
<tr>
<td>Documents submitted in other than English and/or Russian languages shall be translated to English or Russian language</td>
<td></td>
</tr>
<tr>
<td>Documents to be submitted</td>
<td>☑ Duly completed Form as provided in the Annex 2, in accordance with the list of requirements stipulated in Annex 1; ☑ Information on founders and about co-ownership/incorporatorship or other direct and indirect interests in other companies, using the form provided in Part 2 of the Annex 2; ☑ Company profile with detailed information (company title, address, contact details, etc.), using the form provided in Part 3 of the Annex 2; ☑ Contact details (e-mail, phone, web-site) of clients whom the Offeror provided integrated power supply for the last 3 years. ☑ At least 2 (two) successfully fulfilled contracts signed by the Offeror’s company and its clients; such contracts shall stipulate supply and installation by the Offeror of integrated transformer substations for the last 3 (three) years, using the form provided in Part 4 of the Annex 2; ☑ Certified copy of valid certificate of state registration of Offeror’s company (a copy certified by signature and seal of an authorized representative of the Offeror); ☑ Written Self-Declaration confirming that the company is not included in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List; ☑ Certified copy of the page from the company’s Charter, where information about founders is provided (a copy certified by signature and seal of an authorized representative of the Offeror); ☑ Catalogue with detailed description of proposed product along with photos. All materials and equipment purchased and procured for works shall be accompanied with corresponding certificates, technical data</td>
</tr>
</tbody>
</table>
sheets and other documents that certify the quality and useful life of such materials and equipment. If Offeror is not able to provide copies of the specified documents, guarantee letter shall be provided using the Official Letterhead of the Offeror’s company. By this letter the Offeror shall be obliged to provide copies of certificates and other above specified documents to UNDP before contract signature, if the Offeror is awarded the winning bidder.

Failure to provide any of the above specified documents will serve as a ground for disqualifying the Offeror from the tender by declaring it as technically non-compliant.

| List of documents to be requested by UNDP additionally from the three lowest priced bid Offerors | ☑️ (a) Copy of Financial/Accounting Reports verified/certified by a third party (such as tax committee, audit company or other similar agencies) for the last two years; OR (b) a bank statement from the Offeror’s bank, issued not more than 30 days prior to the bid submission or tender date, stating that the Offeror has available or has access to liquid assets in the amount not less than the contract’s value (assets that can be readily converted to cash), to cover the construction/supply transactions cash flow under the contract.

☑️ UNDP reserves the right to request copies of documents that confirm successful performance of own contractual obligations under the contracts that shall be provided by the Offeror as a proof of work experience in the field of supply and installation of integrated transformer substations. |

| Period of Validity starting from Quotations Submission Date | ☑️ **60 calendar days** from Bid Opening date

In exceptional circumstances, UNDP may request the Offeror to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. In such case the extension shall be confirmed in writing, without any modification whatsoever of the Quotation. |

| Partial Quotations | ☑️ Not permitted. Partial Quotation will be rejected. |

| Payment Terms Payment to local Vendors (legal address in Uzbekistan): | ☑️ in US Dollars: 15% advance payment, and 85% final payment will be made after finalization of detailed design and signature of Work Completion Certificate.

☑️ in UZS: 15% advance payment, and 85% final payment made after finalization of detailed design and signature of Work Completion Certificate.

For foreign Vendors, in US Dollars (registered outside of Uzbekistan): ☑️ 100% payment will be made by bank transfer to the Vendor’s account after finalization of detailed design and signature of Work Completion Certificate. |

| Liquidated Damages | 0.5% of total contract amount for each day of delay, up to a maximum 10% of the contract amount, along with subsequent termination of the contract without right to reimburse incurred expenditures |

---

3 Non-provision of any of additionally requested documents provided in this section will serve as a ground for disqualification of the Quotation.
| Evaluation criteria | ☑ Technical compliance/Full compliance with requirements and the lowest price⁴;  
| | ☑ Full acceptance of the contract for works/Contract General Terms and Conditions;  
| | ☑ Strong financial position: (a) Liquidity ratio for the last two years not less than 1, if financial reports were presented, OR (b) Confirmation from bank regarding strong financial position of the Offeror in line with requirements specified above;  
| | ☑ At least 2 contracts for supply and installation of transformer substations performed by the Offeror in the last 3 years  
| | ☑ Demonstrated availability of a permanent office reachable via landline phone and permanent staff of at least 5 persons  
| UNDP will award the contract to: | ☑ One and only one Vendor. However, the Vendor may hire a subcontractor to perform civil works (excavation of soil, construction of monolithic foundations). Subcontracting is not permitted for any other type of works.  
| Type of Contract to be signed | ☑ Contract for Civil Works  
| Special conditions of Contract | ☑ Termination of Contract if the delivery/completion is delayed by more than 30 calendar days  
| Payment Terms | ☑ Signature of Work Completion Certificates and compliance with tender requirements  
| Annexes to this RFQ | ☑ Bill of Quantities (Annex 1)  
| | ☑ Form for Submission of Quotation (Annex 2)  
| | ☑ General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the General Terms and Conditions (GTC) shall become the grounds for disqualification from procurement process.  
| Contact Person (Written inquiries only) | UNDP CO in Uzbekistan, Procurement Unit  
| | 41/3, Mirobod Street, Mirobod District, Tashkent city  
| | Fax: (+998 71) 1203485  
| | E-mail: pu.uz@undp.org  
| | Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission of Quotation, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Offerors.  

⁴ UNDP reserves the right not to award the contract to the lowest priced Quotation, if the second lowest price among the responsive Quotation is found to be more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can cover the price difference. The term “more superior” as used in this provision shall refer to Quotations that have exceeded the pre-determined requirements established in the specifications.
<table>
<thead>
<tr>
<th>Additional requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNDP reserves the right to visit office, plant or factory of the Offeror to confirm availability of qualified engineers and technicians, and relevant equipment and machinery for the purpose of contract execution; as well as to request documents that confirm relation of such facility to the Offeror (rent agreement, cadaster, and other). If such documents or the office/plant/factory of the Offeror are missing, UNDP reserves the right to reject such Offeror’s Quotation for further consideration.</td>
</tr>
<tr>
<td>Offers submitted by two (2) or more Vendors shall all be rejected if they are found to have any of the following:</td>
</tr>
<tr>
<td>a. they have one controlling partner, director or shareholder in common; or</td>
</tr>
<tr>
<td>b. any one of them receives or has received any direct or indirect subsidy from the other/s; or</td>
</tr>
<tr>
<td>c. they have the same legal representative/office for purposes of this tender; or they have the same lawful representative for purposes of this RFQ;</td>
</tr>
<tr>
<td>d. they have a relationship with each other (directly or through third parties) that puts them in a position to have access to information about this tender, or to influence on the Quotation of the second Vendor; or they have a direct relationship with each other or through third party that puts them in a position to have access to information about, or to influence the Quotation of another Vendor regarding this tender (RFQ);</td>
</tr>
<tr>
<td>e. they are subcontractors to each other under this tender, or a subcontractor of one company also submits Quotation under its name as lead Vendor; or</td>
</tr>
<tr>
<td>f. an expert proposed to be in the team of one Vendor also participates in more than one Quotation submitted under this tender. This condition does not apply to subcontractors being included in more than one Quotation.</td>
</tr>
</tbody>
</table>

Works offered shall be reviewed based on completeness and compliance of the Quotation with the requirements described above, as well as any other similar UNDP requirements as provided in Annexes.

The contract shall be awarded to the Quotation that complies with bill of quantities, requirements and offers the lowest price, as well as meets all other indicated evaluation criteria. Any quotation that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP (obtained by multiplying the unit price and quantity); meanwhile, the unit price shall prevail and shall be used to correct the total price. If a Vendor does not agree with the final price based on UNDP’s re-calculation and correction of errors, its Quotation will be rejected.

After UNDP has identified the lowest price Quotation, UNDP reserves the right to award the contract based only on offered prices of the goods in the event that the transportation cost (freight and insurance) is found to exceed UNDP’s own estimated cost if sourced from its own freight forwarder and insurance provider.

No variations in total price due to price escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services or goods, by maximum of twenty five per cent (25%) of the total Quotation, without any change in the unit price or other terms and conditions.
Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Quotation implies that the Vendor unconditionally accepts the General Terms and Conditions of UNDP attached herein as Annex 3.

UNDP is not obliged to accept any Quotation, nor award a contract or Purchase Order, nor bear responsibility for any costs associated with a service Vendors’ preparation and submission of a Quotation, regardless of the outcome or the manner of conducting the selection process.

UNDP’s Vendor protest procedure is intended to grant an opportunity to appeal against tender results for persons or firms not awarded a purchase order or contract in a competitive procurement process. If you believe you have not been fairly treated, you can find detailed information about protest procedures through the following link: http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/.

UNDP encourages every prospective Merchant or Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP information if you, or any of your partners or employees, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance policy in relation to fraud and other prohibited activities, and expresses its commitment to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Vendors to adhere to the UN Supplier Code of Conduct provided on the following web-site: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf.

Thank you and we look forward to receiving your Quotation.

Best regards,

Procurement Unit
UNDP in Uzbekistan
Based on prepared detailed design this Quotation provides for performance of construction and commissioning works related to installation of packaged transformer substation GKTP-630, along with installation of Automatic Systems for Commercial Accounting of Power Consumption (ASCAPC) and soft-start devices to tie-in two pumping stations of 110 kW power consumption each.

### SCOPE OF PROJECT WORK

<table>
<thead>
<tr>
<th>No.</th>
<th>Title of works and expenditures</th>
<th>UOM</th>
<th>Q-ty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surge arrester, RVO-10</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>2</td>
<td>Manual installation of surge arresters</td>
<td>Set</td>
<td>1.0</td>
</tr>
<tr>
<td>3</td>
<td>Construction of crushed stone bases</td>
<td>m3</td>
<td>2.16</td>
</tr>
<tr>
<td>4</td>
<td>Tying reinforcement cages</td>
<td>t</td>
<td>0.091</td>
</tr>
<tr>
<td>5</td>
<td>Construction of general-purpose concrete foundations for columns up to 3 m3</td>
<td>100 m3</td>
<td>0.041</td>
</tr>
<tr>
<td>6</td>
<td>Substation GKTP-630kVA with overhead entries</td>
<td>Set</td>
<td>1.0</td>
</tr>
<tr>
<td>7</td>
<td>Installation of equipment for kiosk-type packaged terminal transformer substations with overhead entries</td>
<td>Substation</td>
<td>1.0</td>
</tr>
<tr>
<td>8</td>
<td>Uninsulated wires for overhead power transmission lines made of galvanized steel wires, group 1, and aluminum wires, brand ac, size, mm2: 35/6.2</td>
<td>t</td>
<td>0.0045</td>
</tr>
<tr>
<td>9</td>
<td>Manual installation of wires OHL 6-10 kV in populated area, of size up to 35 mm2, with 10 supports</td>
<td>km</td>
<td>0.03</td>
</tr>
<tr>
<td>10</td>
<td>Cabinet UKM58-0.4-100-25UZ</td>
<td>Set</td>
<td>1.0</td>
</tr>
<tr>
<td>11</td>
<td>Static condensers and packaged condenser units. Packaged condenser unit [cabinet] on installed structures, weight, kg, up to 100</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>12</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm2: 4x70</td>
<td>1000 m</td>
<td>0.006</td>
</tr>
<tr>
<td>13</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.06</td>
</tr>
<tr>
<td>14</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>15</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm2, up to 120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>16</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, (L22xD0.5xW0.4)</td>
<td>100 m3</td>
<td>0.044</td>
</tr>
<tr>
<td>17</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2</td>
<td>100 m3</td>
<td>0.038</td>
</tr>
<tr>
<td>18</td>
<td>Vertical round steel ground conductor, diameter, 16 mm</td>
<td>10 Pcs</td>
<td>0.6</td>
</tr>
<tr>
<td>19</td>
<td>Ground conductors. Horizontal round steel ground conductor, 16 mm</td>
<td>100 m</td>
<td>0.3</td>
</tr>
<tr>
<td>20</td>
<td>Installation of ground conductors for OHL supports and substations</td>
<td>10 m</td>
<td>1.0</td>
</tr>
<tr>
<td>21</td>
<td>Pump control center, two-step soft start, 110 kW</td>
<td>Set</td>
<td>2.0</td>
</tr>
<tr>
<td>22</td>
<td>PCC unit No.1, No.2 for control, cabinet-type or distribution station type [cabinet], floor-mounted, height and width up to 1700x1100 mm</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>23</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil</td>
<td>100 m3</td>
<td>0.036</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
</tr>
<tr>
<td>24</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2</td>
<td>100 m³</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Vertical angle steel ground conductor, size, 50x50x4 mm</td>
<td>10 Pcs</td>
<td>0.6</td>
</tr>
<tr>
<td>26</td>
<td>Ground conductors. Horizontal flat steel ground conductor, 40x4 mm</td>
<td>100 m</td>
<td>0.26</td>
</tr>
<tr>
<td><strong>TOTAL SECTION 2</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2 from TS to PCC No.1 (L9xD0.8xW0.4)</td>
<td>100 m³</td>
<td>0.0288</td>
</tr>
<tr>
<td>28</td>
<td>Installation of polythene pipe lines up to 2 holes</td>
<td>channel-km</td>
<td>0.009</td>
</tr>
<tr>
<td>29</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td>0.009</td>
</tr>
<tr>
<td>30</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.09</td>
</tr>
<tr>
<td>31</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td>0.003</td>
</tr>
<tr>
<td>32</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.03</td>
</tr>
<tr>
<td>33</td>
<td>Construction of bed with one cable in trench</td>
<td>100 m</td>
<td>0.09</td>
</tr>
<tr>
<td>34</td>
<td>One cable brick coverage</td>
<td>100 m</td>
<td>0.09</td>
</tr>
<tr>
<td>35</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2</td>
<td>100 m³</td>
<td>0.0173</td>
</tr>
<tr>
<td>36</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>37</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm², up to 120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td><strong>TOTAL SECTION 3</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2 from PCC No.1 to PS-1 (L2xD0.8xW0.4)</td>
<td>100 m³</td>
<td>0.0064</td>
</tr>
<tr>
<td>39</td>
<td>Installation of polythene pipe lines up to 2 holes</td>
<td>channel-km</td>
<td>0.002</td>
</tr>
<tr>
<td>40</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td>0.002</td>
</tr>
<tr>
<td>41</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.02</td>
</tr>
<tr>
<td>42</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td>0.0025</td>
</tr>
<tr>
<td>43</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.025</td>
</tr>
<tr>
<td>44</td>
<td>Construction of bed with one cable in trench</td>
<td>100 m</td>
<td>0.02</td>
</tr>
<tr>
<td>45</td>
<td>One cable brick coverage</td>
<td>100 m</td>
<td>0.02</td>
</tr>
<tr>
<td>46</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2</td>
<td>100 m³</td>
<td>0.0038</td>
</tr>
<tr>
<td>47</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>48</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm², up to 120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td><strong>TOTAL SECTION 4</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2 from TS to PCC No.2 (L31xD0.8xW0.4)</td>
<td>100 m³</td>
<td>0.0992</td>
</tr>
<tr>
<td>50</td>
<td>Installation of polythene pipe lines up to 2 holes</td>
<td>channel-km</td>
<td>0.031</td>
</tr>
<tr>
<td>51</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td>0.031</td>
</tr>
<tr>
<td>52</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.31</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td>53</td>
<td>Installation of steel water pipelines with hydraulic testing, diameter 89 mm</td>
<td>km</td>
<td>0.01</td>
</tr>
<tr>
<td>54</td>
<td>Application of normal anti-corrosion bituminous-rubber or bitumen-polymer insulation on steel pipelines, diameter 100 mm</td>
<td>km</td>
<td>0.01</td>
</tr>
<tr>
<td>55</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm2: 4x70</td>
<td>km</td>
<td>1000 m</td>
</tr>
<tr>
<td>56</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>57</td>
<td>Construction of bed with one cable in trench</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>58</td>
<td>One cable brick coverage</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>59</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2(L31xD0.48xW0.4)</td>
<td>m³</td>
<td>100 m³</td>
</tr>
<tr>
<td>60</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>61</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm2, up to 120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
</tbody>
</table>

**TOTAL SECTION 5**

**SECTION 6. CABLE LAYING FROM PCC NO. 2 TO PS-2**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, from PCC No.2 to PS-2 (L2x0.8xW0.4)</td>
<td>m³</td>
<td>100 m³</td>
</tr>
<tr>
<td>63</td>
<td>Installation of polythene pipe lines up to 2 holes</td>
<td>channel-km</td>
<td>0.002</td>
</tr>
<tr>
<td>64</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm2: 4x70</td>
<td>km</td>
<td>1000 m</td>
</tr>
<tr>
<td>65</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>66</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm2: 4x70</td>
<td>km</td>
<td>1000 m</td>
</tr>
<tr>
<td>67</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>68</td>
<td>Construction of bed with one cable in trench</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>69</td>
<td>One cable brick coverage</td>
<td>km</td>
<td>100 m</td>
</tr>
<tr>
<td>70</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2(L31xD0.48xW0.4)</td>
<td>m³</td>
<td>100 m³</td>
</tr>
<tr>
<td>71</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>72</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm2, up to 120</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
</tbody>
</table>

**TOTAL SECTION 6**

**SECTION 7. COMMISSIONING WORKS**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Three-phase transformer, voltage, kV, up to: 11</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>74</td>
<td>Buses, voltage, kV, up to: 11</td>
<td>test.</td>
<td>3.0</td>
</tr>
<tr>
<td>75</td>
<td>Support insulator: separate single-element</td>
<td>test.</td>
<td>6.0</td>
</tr>
<tr>
<td>76</td>
<td>Switching device, voltage, kV, up to: 1 [power circuit]</td>
<td>test.</td>
<td>4.0</td>
</tr>
<tr>
<td>77</td>
<td>Measuring current spreading resistance: ground conductor</td>
<td>1 measur.</td>
<td>12.0</td>
</tr>
<tr>
<td>78</td>
<td>Measuring current spreading resistance: circuit with diagonal, m, up to: 20</td>
<td>1 measur.</td>
<td>3.0</td>
</tr>
<tr>
<td>79</td>
<td>Checking electric continuity between ground conductors and grounded components</td>
<td>100 spots</td>
<td>0.06</td>
</tr>
<tr>
<td>80</td>
<td>Oil testing: breakdown test</td>
<td>1 test.</td>
<td>1.0</td>
</tr>
<tr>
<td>81</td>
<td>Static condensers, voltage, kV, up to: 3</td>
<td>test.</td>
<td>1.0</td>
</tr>
<tr>
<td>82</td>
<td>Three-pole disconnecting device, voltage, kV, up to: 20</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>83</td>
<td>Output power controller with tap control: up to 4 taps</td>
<td>device</td>
<td>2.0</td>
</tr>
</tbody>
</table>

**TOTAL SECTION 7**

**SECTION 8. ASCAPC**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
<td>ASCAPC center</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>86</td>
<td>Unit for control, cabinet-type or distribution station type [cabinet], wall-mounted, height and width, mm, up to 600x600</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>87</td>
<td>Test block BI-9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>88</td>
<td>Test block BI-9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>89</td>
<td>Three-phase meter CE 303 5A</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td>90</td>
<td>Three-phase meter installed on prepared base</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>91</td>
<td>Current transformer 600/5 A</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>92</td>
<td>Current transformer, voltage, kV, up to 10</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>93</td>
<td>Circuit breaker 1P 2A</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>94</td>
<td>Setting circuit breakers [automatic breakers] or non-automatic. Single-, two- or three-phase automatic breakers, structure-mounted on wall or column, for current, A, up to 25</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>95</td>
<td>Wire PV1-1X2,5</td>
<td>m</td>
<td>4.0</td>
</tr>
<tr>
<td>96</td>
<td>Wire on installed steel structures and panels, size, mm², up to 16</td>
<td></td>
<td>100 m</td>
</tr>
<tr>
<td>97</td>
<td>Cables VVG-3X2,5</td>
<td>m</td>
<td>18.0</td>
</tr>
<tr>
<td>98</td>
<td>Cables up to 35 kV mounted using surface clips. Cable, weight of 1 m, kg, up to 0.5</td>
<td>100 m</td>
<td>0.18</td>
</tr>
<tr>
<td>99</td>
<td>End sealing for 3-004-core up to 1 kV voltage cable with plastic and rubber insulation, size of core, mm², up to 35</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>100</td>
<td>Routing to devices and termination of cable cores or external line wires to terminal boxes and terminals of instruments and equipment installed on devices. Cable or wire, size, mm², up to 10</td>
<td>100 cores</td>
<td>0.32</td>
</tr>
<tr>
<td>101</td>
<td>Setting-up synchronous digital transmission system. Installation of operating system, software</td>
<td>station</td>
<td>1.0</td>
</tr>
<tr>
<td>102</td>
<td>Setting-up synchronous digital transmission system. Configuring and setting-up network components [bridge, router, modem, etc.]</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>TOTAL SECTION 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103</td>
<td>Disconnecting device RLND-1-10/400</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>104</td>
<td>Clamp bracket RA-1</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>105</td>
<td>Clamp bracket M-3</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>106</td>
<td>Drive shaft</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>107</td>
<td>Insulators ShF-20</td>
<td>Pcs</td>
<td>5.0</td>
</tr>
<tr>
<td>108</td>
<td>Terminals A2A</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>109</td>
<td>Sand</td>
<td>m</td>
<td>4.4</td>
</tr>
<tr>
<td>110</td>
<td>Fired brick</td>
<td></td>
<td>1000 Pcs</td>
</tr>
<tr>
<td>111</td>
<td>Copper cable termination 70</td>
<td>Pcs</td>
<td>40.0</td>
</tr>
<tr>
<td>112</td>
<td>Cross arm TM9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>113</td>
<td>Bracket PA-5</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>114</td>
<td>Ground conductor ZP1</td>
<td>m</td>
<td>4.5</td>
</tr>
<tr>
<td>115</td>
<td>Terminal PA-2</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>116</td>
<td>GSM modem</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>TOTAL SECTION 9</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL FACILITY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Required conditions.** All construction and installation works shall be performed in strict compliance with detailed design and norms and regulations of the Republic of Uzbekistan. All electrical installation works shall be performed in compliance with Electrical Installation Regulations (EIR).

All works shall be performed by personnel possessing skilled category not lower than recommended for this type of works.

The Contractor shall possess equipment, tools, and devices required to perform the specified type of works.

The Contractor shall be obliged to:

- Ensure performance and quality of all types of works in full compliance with approved design and cost estimate documentation, scope of works, technical specifications, construction norms and regulations, as well as other current regulatory documents;
• Timely eliminate deficiencies and omissions identified during work acceptance and facility operation warranty period;
• Acquire and install new equipment to perform works at the facility;
• Perform individual test of installed equipment and to participate in its integrated test witnessed by Customer representative;
• Submit to the Customer certificates for installed equipment and handover and acceptance certificates for installed equipment;
• Ensure adequate safeguarding of materials, equipment and other property at construction site areas until complete performance of works and their acceptance by the Customer;
• Provide cleaning of construction site and adjacent area, to remove construction materials, machinery, equipment, and other property of the Contractor, as well as construction debris from the construction site within 5 days after finalization of works;
• Remedy at no cost all revealed deficiencies, upon the Customer’s request, if during performance of works the Contractor deviated from contract conditions that negatively impacted quality of works, within 10 (ten) calendar days after the Customer handed the corresponding request to the Contractor.

Any purchased and delivered piece of equipment and materials shall conform to the technical specifications stipulated by manufacturers and published on official web-sites of equipment manufacturers, as well as comply with state standards of the Republic of Uzbekistan.

Any purchased and delivered piece of equipment shall be new, original production, unused.

Purchased and delivered equipment shall have internal sealing of components at their junctions or mounts to provide for their further maintenance.

All materials and equipment involved by the Contractor shall be certified and authorized for use in Uzbekistan; moreover, they shall be produced not earlier than 24 (twenty four) months from delivery date.

The Contractor shall be responsible for compliance of used materials and equipment with design specifications, state standards, technical specifications and fire safety requirements.

The Contractors shall guarantee that purchased and delivered equipment is handed over free of third party rights and free of any liens, seizure and other encumbrances.

The warranty period for performed works shall be twelve months from the date of signing the certificate of acceptance of facility into operation.

The warranty period for equipment is twenty four months from the date of signing the certificate of acceptance of facility into operation.

The warranty period for purchased and delivered equipment shall be confirmed by a warranty card indicating the terms of warranty and details.

The Contractor shall provide post-warranty service under a separate contract.

If necessary, the Customer shall provide the Contractor with temporary power and water supply connection points under a separate agreement in the justification of the design loads, and under the following terms:

• full compensation for the operating costs of the used sources of temporary networks;
• compensation for used capacity at separately agreed rates.

Upon completion of construction, installation and repair works, the Contractor shall provide:

• certificates of laboratory tests of the installed equipment;
• test reports of the ground loop;
• as-built drawings for assembled constructions and engineering communications;
• technical passports for the equipment;
• conformity certificates for construction materials and structures;
• certificates for concealed works;
• invoice statement for the incurred costs.

In the case of failure to submit these documents in full, the payment documents shall not be considered.
FORM FOR SUBMISSION OF VENDOR’S QUOTATION\(^5\)
(This Form must be submitted only using the Vendor’s Official Letterhead/Stationery\(^6\))

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ/049/17 for construction of “Power Supply for SNP 500/10 type Pumping Stations at the Boz-Yab channel Buzkala Water Consumer Associations in Yangibazar district of Khorezm Region”

<table>
<thead>
<tr>
<th>No.</th>
<th>Title of works and expenditures</th>
<th>UOM</th>
<th>Q-ty</th>
<th>Cost per unit (currency_____ )</th>
<th>Total price (currency_____ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surge arrester, RVO-1</td>
<td>Pcs</td>
<td>3.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Manual installation of surge arresters</td>
<td>Set</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Construction of crushed stone bases</td>
<td>m3</td>
<td>2.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tying reinforcement cages</td>
<td>t</td>
<td>0.091</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Construction of general-purpose concrete foundations for columns up to 3 m3</td>
<td>100 m3</td>
<td>0.041</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Substation GKTP-630kVA with overhead entries</td>
<td>Set</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Installation of equipment for kiosk-type packaged terminal transformer substations with overhead entries</td>
<td>Substation</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Uninsulated wires for overhead power transmission lines made of galvanized steel wires, group 1, and aluminum wires, brand ac, size, mm2: 35/6.2</td>
<td>t</td>
<td>0.0045</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Manual installation of wires OHL 6-10 kV in populated area, of size up to 35 mm2, with 10 supports</td>
<td>km</td>
<td>0.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Cabinet UKM58-0.4-100-25UZ</td>
<td>Set</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Static condensers and packaged condenser units. Packaged condenser unit [cabinet] on installed structures, weight, kg, up to 100</td>
<td>Pcs</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm2: 4x70</td>
<td>1000 m</td>
<td>0.006</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td>0.06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Heat-shrinkable termination box 4PKTP-1/70/120</td>
<td>Pcs</td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm2, up to 120</td>
<td>Pcs</td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, (L22xD0.5xW0.4)</td>
<td>100 m3</td>
<td>0.044</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2</td>
<td>100 m3</td>
<td>0.038</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Vertical round steel ground conductor, diameter, 16 mm</td>
<td>10 Pcs</td>
<td>0.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Ground conductors. Horizontal round steel ground conductor, 16 mm</td>
<td>100 m</td>
<td>0.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Installation of ground conductors for OHL supports and substations</td>
<td>10 m</td>
<td>1.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL SECTION 1**

<table>
<thead>
<tr>
<th>No.</th>
<th>Title of works and expenditures</th>
<th>UOM</th>
<th>Q-ty</th>
<th>Cost per unit (currency_____ )</th>
<th>Total price (currency_____ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Pump control center, two-step soft start, 110 kW</td>
<td>Set</td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>PCC unit No.1, No.2 for control, cabinet-type or distribution station type [cabinet], floor-mounted, height and width up to 1700x1100 mm</td>
<td>Pcs</td>
<td>2.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\(^5\) This serves as a guide to the Vendor in preparing the quotation and price schedule.

\(^6\) Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.
| 23 | Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, (L18xD0.5xW0.4) | 100 m³ | 0.036 |
| 24 | Manual backfilling of trenches, pit hollows and pits, soil group 2 | 100 m³ | 0.038 |
| 25 | Vertical angle steel ground conductor, size, 50x50x4 mm | 10 Pcs | 0.6 |
| 26 | Ground conductors. Horizontal flat steel ground conductor, 40x4 mm | 100 m | 0.26 |

**TOTAL SECTION 2**

**SECTION 3. CABLE LAYING FROM TS TO PCC NO. 1**

| 27 | Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, from TS to PCC No.1 (L9xD0.8xW0.4) | 100 m³ | 0.0288 |
| 28 | Installation of polythene pipe lines up to 2 holes | channel-km | 0.009 |
| 29 | Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70 | 1000 m | 0.009 |
| 30 | Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3 | 100 m | 0.09 |
| 31 | Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70 | 1000 m | 0.003 |
| 32 | Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3 | 100 m | 0.03 |
| 33 | Construction of bed with one cable in trench | 100 m | 0.09 |
| 34 | One cable brick coverage | 100 m | 0.09 |
| 35 | Manual backfilling of trenches, pit hollows and pits, soil group 2 (L9xD0.48xW0.4) | 100 m³ | 0.0173 |
| 36 | Heat-shrinkable termination box 4PKTP-1-70/120 | Pcs | 2.0 |
| 37 | Sealing for up to 1 kV voltage cable, size of core, mm², up to 120 | Pcs | 2.0 |

**TOTAL SECTION 3**

**SECTION 4. CABLE LAYING FROM PCC NO. 1 TO PS-1**

| 38 | Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, from PCC No.1 to PS-1 (L2xD0.8xW0.4) | 100 m³ | 0.0064 |
| 39 | Installation of polythene pipe lines up to 2 holes | channel-km | 0.002 |
| 40 | Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70 | 1000 m | 0.002 |
| 41 | Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3 | 100 m | 0.02 |
| 42 | Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70 | 1000 m | 0.0025 |
| 43 | Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3 | 100 m | 0.025 |
| 44 | Construction of bed with one cable in trench | 100 m | 0.02 |
| 45 | One cable brick coverage | 100 m | 0.02 |
| 46 | Manual backfilling of trenches, pit hollows and pits, soil group 2 (L2xD0.48xW0.4) | 100 m³ | 0.0038 |
| 47 | Heat-shrinkable termination box 4PKTP-1-70/120 | Pcs | 2.0 |
| 48 | Sealing for up to 1 kV voltage cable, size of core, mm², up to 120 | Pcs | 2.0 |

**TOTAL SECTION 4**

**SECTION 5. CABLE LAYING FROM TS TO PCC NO. 2**

<p>| 49 | Manual soil excavation in trenches, up to 2m deep, without timbering, sloped, soil group 2, from TS to PCC No.2 (L31xD0.8xW0.4) | 100 m³ | 0.0992 |
| 50 | Installation of polythene pipe lines up to 2 holes | channel-km | 0.031 |</p>
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>51</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td></td>
<td>0.031</td>
</tr>
<tr>
<td>52</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td></td>
<td>0.31</td>
</tr>
<tr>
<td>53</td>
<td>Installation of steel water pipelines with hydraulic testing, diameter 89 mm</td>
<td>km</td>
<td></td>
<td>0.01</td>
</tr>
<tr>
<td>54</td>
<td>Application of normal anti-corrosion bituminous-rubber or bitumen-polymer insulation on steel pipelines, diameter 100 mm</td>
<td>km</td>
<td></td>
<td>0.01</td>
</tr>
<tr>
<td>55</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td></td>
<td>0.003</td>
</tr>
<tr>
<td>56</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td></td>
<td>0.03</td>
</tr>
<tr>
<td>57</td>
<td>Construction of bed with one cable in trench</td>
<td>100 m</td>
<td></td>
<td>0.31</td>
</tr>
<tr>
<td>58</td>
<td>One cable brick coverage</td>
<td>100 m</td>
<td></td>
<td>0.31</td>
</tr>
<tr>
<td>59</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2(L31x0.48xW0.4)</td>
<td>100 m³</td>
<td></td>
<td>0.0595</td>
</tr>
<tr>
<td>60</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td></td>
<td>2.0</td>
</tr>
<tr>
<td>61</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm², up to 120</td>
<td>Pcs</td>
<td></td>
<td>2.0</td>
</tr>
</tbody>
</table>

**TOTAL SECTION 5**

**SECTION 6. CABLE LAYING FROM PCC NO. 2 TO PS-2**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>62</td>
<td>Manual soil excavation in trenches, up to 2 m deep, without timbering, sloped, soil group 2, from PCC No.2 to PS-2 (L2x0.8xW0.4)</td>
<td>100 m³</td>
<td></td>
<td>0.0064</td>
</tr>
<tr>
<td>63</td>
<td>Installation of polythene pipe lines up to 2 holes</td>
<td>channel-km</td>
<td></td>
<td>0.002</td>
</tr>
<tr>
<td>64</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td></td>
<td>0.002</td>
</tr>
<tr>
<td>65</td>
<td>Cables up to 35 kV in installed pipes, blocks and ducts. Cable, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td></td>
<td>0.02</td>
</tr>
<tr>
<td>66</td>
<td>Power cables VVG for 1000 V voltage, with copper cores, polyvinyl chloride insulation and filled sheath, four-core, size, mm²: 4x70</td>
<td>1000 m</td>
<td></td>
<td>0.0025</td>
</tr>
<tr>
<td>67</td>
<td>Cables up to 35 kV on installed structures and trays. Cable with mounting on turns and at power-line end, weight of 1 m, kg, up to 3</td>
<td>100 m</td>
<td></td>
<td>0.025</td>
</tr>
<tr>
<td>68</td>
<td>Construction of bed with one cable in trench</td>
<td>100 m</td>
<td></td>
<td>0.02</td>
</tr>
<tr>
<td>69</td>
<td>One cable brick coverage</td>
<td>100 m</td>
<td></td>
<td>0.02</td>
</tr>
<tr>
<td>70</td>
<td>Manual backfilling of trenches, pit hollows and pits, soil group 2(L31x0.48xW0.4)</td>
<td>100 m³</td>
<td></td>
<td>0.0038</td>
</tr>
<tr>
<td>71</td>
<td>Heat-shrinkable termination box 4PKTP-1-70/120</td>
<td>Pcs</td>
<td></td>
<td>2.0</td>
</tr>
<tr>
<td>72</td>
<td>Sealing for up to 1 kV voltage cable, size of core, mm², up to 120</td>
<td>Pcs</td>
<td></td>
<td>2.0</td>
</tr>
</tbody>
</table>

**TOTAL SECTION 6**

**SECTION 7. COMMISSIONING WORKS**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>73</td>
<td>Three-phase transformer, voltage, kV, up to: 11</td>
<td>Pcs</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>74</td>
<td>Buses, voltage, kV, up to: 11</td>
<td>test.</td>
<td></td>
<td>3.0</td>
</tr>
<tr>
<td>75</td>
<td>Support insulator: separate single-element</td>
<td>test.</td>
<td></td>
<td>6.0</td>
</tr>
<tr>
<td>76</td>
<td>Switching device, voltage, kV, up to: 1 [power circuit]</td>
<td>test.</td>
<td></td>
<td>4.0</td>
</tr>
<tr>
<td>77</td>
<td>Measuring current spreading resistance: ground conductor</td>
<td>1 measur.</td>
<td></td>
<td>12.0</td>
</tr>
<tr>
<td>78</td>
<td>Measuring current spreading resistance: circuit with diagonal, m, up to: 20</td>
<td>1 measur.</td>
<td></td>
<td>3.0</td>
</tr>
<tr>
<td>79</td>
<td>Checking electric continuity between ground conductors and grounded components</td>
<td>100 spots</td>
<td></td>
<td>0.06</td>
</tr>
<tr>
<td>80</td>
<td>Oil testing: breakdown test</td>
<td>1 test.</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>81</td>
<td>Static condensers, voltage, kV, up to: 3</td>
<td>test.</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>82</td>
<td>Three-pole disconnecting device, voltage, kV, up to: 20</td>
<td>Pcs</td>
<td></td>
<td>1.0</td>
</tr>
<tr>
<td>83</td>
<td>Output power controller with tap control: up to 4 taps</td>
<td>device</td>
<td></td>
<td>2.0</td>
</tr>
</tbody>
</table>
### TOTAL SECTION 7

<table>
<thead>
<tr>
<th>Section 8. ASCAPC</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>85. ASCAPC center</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>86. Unit for control, cabinet-type or distribution station type [cabinet], wall-mounted, height and width, mm, up to 600x600</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>87. Test block BI-9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>88. Test block BI-9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>89. Three-phase meter CE 303 5A</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>90. Three-phase meter installed on prepared base</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>91. Current transformer 600/5 kA</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>92. Current transformer, voltage, kV, up to 10</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>93. Circuit breaker 1Р 2A</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>94. Setting circuit breakers [automatic breakers] or non-automatic. Single-, two- or three-phase automatic breakers, structure-mounted on wall or column, for current, A, up to 25</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>95. Wire PV1-1Х2,5</td>
<td>m</td>
<td>4.0</td>
</tr>
<tr>
<td>96. Wire on installed steel structures and panels, size, mm2, up to 16</td>
<td>100 m</td>
<td>0.04</td>
</tr>
<tr>
<td>97. Cables VVG-3X2,5</td>
<td>m</td>
<td>18.0</td>
</tr>
<tr>
<td>98. Cables up to 35 kV mounted using surface clips. Cable, weight of 1 m, kg, up to 0.5</td>
<td>100 m</td>
<td>0.18</td>
</tr>
<tr>
<td>99. End sealing for 3-004-core up to 1 kV voltage cable with plastic and rubber insulation, size of core, mm2, up to 35</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>100. Routing to devices and termination of cable cores or external line wires to terminal boxes and terminals of instruments and equipment installed on devices. Cable or wire, size, mm2, up to 10</td>
<td>100 cores</td>
<td>0.32</td>
</tr>
<tr>
<td>101. Setting-up synchronous digital transmission system. Installation of operating system, software</td>
<td>station</td>
<td>1.0</td>
</tr>
<tr>
<td>102. Setting-up synchronous digital transmission system. Configuring and setting-up network components [bridge, router, modem, etc.]</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
</tbody>
</table>

### TOTAL SECTION 8

<table>
<thead>
<tr>
<th>Section 9. MATERIALS</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>103. Disconnecting device RLND-1-10/400</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>104. Clamp bracket RA-1</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>105. Clamp bracket M-3</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>106. Drive shaft</td>
<td>Pcs</td>
<td>2.0</td>
</tr>
<tr>
<td>107. Insulators ShF-20</td>
<td>Pcs</td>
<td>5.0</td>
</tr>
<tr>
<td>108. Terminals A2A</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>109. Sand</td>
<td>m3</td>
<td>4.4</td>
</tr>
<tr>
<td>110. Fired brick</td>
<td>1000 Pcs</td>
<td>0.35</td>
</tr>
<tr>
<td>111. Copper cable termination 70</td>
<td>Pcs</td>
<td>40.0</td>
</tr>
<tr>
<td>112. Cross arm TM9</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
<tr>
<td>113. Bracket PA-5</td>
<td>Pcs</td>
<td>3.0</td>
</tr>
<tr>
<td>114. Ground conductor ZP1</td>
<td>m</td>
<td>4.5</td>
</tr>
<tr>
<td>115. Terminal PA-2</td>
<td>Pcs</td>
<td>6.0</td>
</tr>
<tr>
<td>116. GSM modem</td>
<td>Pcs</td>
<td>1.0</td>
</tr>
</tbody>
</table>

### TOTAL SECTION 9

<table>
<thead>
<tr>
<th>TOTAL FACILITY</th>
<th></th>
<th></th>
</tr>
</thead>
</table>

[Name and signature of authorized person]  
[Position]  
[Date]  
[Stamp of the company]
### TABLE 1: Offer to Comply with Other Conditions and Related Requirements

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation are as follows:</th>
<th>Your Responses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for performance of works (60 working days)</td>
<td>Yes, we will comply</td>
<td>No, we cannot comply</td>
</tr>
<tr>
<td>Country/ies of Origin:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(60 calendar days upon Bid Opening date)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the Schedule of works (in any form)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment Terms:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment to local Vendors (legal address in Uzbekistan):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ in US Dollars: 15% advance payment, and 85% final payment made after construction, installation and repair works and signature of Work Completion Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ in UZS: 15% advance payment, and 85% final payment made after construction, installation and repair works and signature of Work Completion Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>For foreign Vendors, in US Dollars (registered outside of Uzbekistan):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓ 100% payment will be made by bank transfer to the Vendor’s account after completion of construction, installation and repair works and signature of Work Completion Certificate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Provisions of the UNDP General Terms and Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other requirements (pls. specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

We declare that we are not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

Name and signature of authorized person

[Position]

[Date]

[Stamp of the company]
Dear Sir/Madam,

We/I, ________________ (Name and Title), as Director/Founder of ________ Company, declare that:

(a) Have no financial and other interests in, association or relationship with, are not employed and do not have relatives (i.e. spouse, parents, children or siblings) employed by the United Nations Development Programme (UNDP) or the Government of Uzbekistan that announced the tender; and do not have access to information about, or influence on the selection process for this tender;
(b) Have no common controlling partner, director, shareholder, legal representative for the purposes of this tender with any other entity submitting its Quotation under this tender; are not subcontracting or are subcontractors to other entities for the purposes of this tender; and that the experts proposed in the team do not participate in more than one Quotation for this tender;
(c) Are not involved in activities that could have an impact on the objectivity and independence of the Contractor’s team in carrying out its duties under the contract or can affect the image of the United Nations and the Government of Uzbekistan.

We certify that the information stated is true, correct and complete to the best of our knowledge and belief. We are obliged to comply with all requests for additional information, documentation, clarification and/or verification concerning the Declaration of Interest statement.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the tender.

We declare that we are not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

Name and signature of authorized person
[Position]
[Date]
[Stamp of the company]
**Part 3: COMPANY PROFILE**

1. Offeror’s Legal Name [insert Offeror’s legal name]

2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]

3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]

4. Year of Registration in its Location: [insert Offeror’s year of registration]

5. Countries of Operation | 6. No. of permanent staff in each Country | 7. Years of Operation in each Country
---|---|---

8. Legal Address/es in Country/ies of Registration/Operation: [insert Offeror’s legal address in country of registration]

9. Value and Description of Top two (2) Biggest Contracts for the past three (3) years

10. Latest Credit Rating (Score and Source, if any)

11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.

12. Offeror’s Authorized Representative Information

   Name: [insert Authorized Representative’s name]
   Address: [insert Authorized Representative’s Address]
   Telephone/Fax numbers: [insert Authorized Representative’s telephone/fax numbers]
   Email Address: [insert Authorized Representative’s email address]

13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? □ YES or □ NO

Name and signature of authorized person
[Position]
[Date]
[Stamp of the company]
PART 4: PERFORMANCE OF SIMILAR CONTRACTS. *

<table>
<thead>
<tr>
<th>Name of delivered goods</th>
<th>Terms of the contract (year, month)</th>
<th>Cost of work</th>
<th>Customer (Company name, full name of the contact person, telephone)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Requires at least three similar contracts on supply and installation of transformer substations.

Name and signature of authorized person
[Position]
[Date]
[Stamp of the company]
UNDP GENERAL CONDITIONS OF CONTRACT FOR WORKS

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Manager
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractor's Failure to Insure
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion

OXВИМЕ ПОЛОЖЕНИЯ ПРООН ДЛЯ КОНТРАКТОВ НА ВЫПОЛНЕННИЕ РАБОТ

1. Определения
2. Единственное и множественное число
3. Заголовки или примечания
4. Правовые отношения
5. Общие обязанности/полномочия Руководителя проекта
6. Общие обязанности / обязательства Подрядчика
7. Право делегировать полномочия и заключение контрактов субподряда
8. Эскизы
9. Журнал работ
10. Гарантия выполнения работ
11. Осмотр участка
12. Полнота Предложения
13. План работ, подлежащих выполнению
14. Еженедельное совещание на участке работ
15. Распоряжения на внесение изменений
16. Надзор со стороны Подрядчика
17. Работники Подрядчика
18. Планировка
19. Охрана и освещение
20. Наблюдение за работами
21. Страхование работ, и т.д.
22. Ущерб физическим лицам и собственности
23. Страхование гражданской ответственности
24. Несчастные случаи или нанесение ущерба работникам
25. Действия при не обеспечении Подрядчиком страхования
26. Соответствие с Уставами, инструкциями, и т.д.
27. Находки
28. Авторское право, патенты и другие права собственности, и лицензионные платежи
29. Препятствование перевозкам и смежные участки
30. Нестандартные специальные грузы
31. Возможности для других подрядчиков
32. Обязательство Подрядчика содержать участок в чистоте
33. Уборка участка после завершения работ в основном объеме
34. Трудовые ресурсы
35. Отчет о трудовых ресурсах, строительных мощностях, и т.д.
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 UNDP
68. Termination by the UNDP
69. Termination by the Contractor
70. Rights and Remedies of the UNDP
71. Settlement of Disputes
72. Privileges and Immunities
Appendix I: Formats of Performance Security
Performance Bank Guarantee

36. Материалы, качество работ и испытания
37. Доступ на место проведения работ
38. Экспертиза работ до завершения
39. Удаление работ и материалов не соответствующих требованиям
40. Приостановка работ
41. Владение участком
42. Сроки завершения
43. Продление сроков завершения
44. Темпы работ
45. Оцененные убытки при задержках
46. Свидетельство о завершении работ в основном объеме
47. Ответственность за дефекты
48. Изменения, дополнения и улучшения
49. Механизмы, временные работы и материалы
50. Утверждение материалов, и т.д., не подразумеваемое
51. Измерение объемов работ
52. Ответственность сторон
53. Полномочия
54. Срочный ремонт
55. Увеличение и уменьшение затрат
56. Налогообложение
57. Взрывные работы
58. Механизмы
59. Временные работы и приведение в прежнее состояние
60. Фотографии и реклама
61. Предотвращение коррупции
62. Праздничные дни
63. Уведомления
64. Язык, единицы веса и единицы измерений
65. Отчеты, счета, информация и аудит
66. Обстоятельства непреодолимой силы
67. Приостановка контракта со стороны ПРООН
68. Расторжение со стороны ПРООН
69. Расторжение Подрядчиком
70. Права и законные средства ПРООН
71. Урегулирование споров
72. Привилегии и иммунитеты
Приложение I: Форма Гарантии выполнения работ
Гарантия Банка на выполнение работ
Гарантийное обязательство на выполнение работ
1. DEFINITIONS
For the purpose of the Contract Documents the words and expressions below shall have the following meanings:
a) "Employer" means the United Nations Development Programme (UNDP).
b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
e) "The Works" means the works to be executed and completed under the Contract.
f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL
Words importing persons or parties shall include firms or companies and words importing the singular

1. ОПРЕДЕЛЕНИЯ
В целях Контрактной документации, термины и выражения, приведенные ниже должны иметь следующие значения:
a) "Заказчик" означает Программу развития Организации Объединенных Наций (ПРООН).
b) "Подрядчик" - лицо, чье предложение было принято и с кем был заключен Контракт.
c) "Инженер" (Руководитель проекта) - лицо, услугами которого пользуется ПРООН, чтобы управлять выполнением Контракта, как предусмотрено в его положениях, о чем Подрядчик будет уведомлен в письменной форме.
d) "Контракт" означает письменное соглашение между Нанимателем и Подрядчиком, к которому приложены настоящие Общие Полножения.
e) "Работы " означают работы, которые должны быть выполнены и завершены согласно Контракту.
f) "Временные Работы " включают сооружения, которые будут возведены, но которые не имеют постоянной природы и представляют собой часть Работ.
g) "Эскизы" и "Спецификации" означают Эскизы и Спецификации, упомянутые в Контракте и дополнениях или поправках к нему, предоставленные Инженером или Подрядчиком и одобренные в письменной форме Инженером в соответствии с Контрактом.
h) "Накладная (счет-фактура) " - является документом, в котором Подрядчик указывает стоимость Работ, на основе расчетных объемов работы и фиксированных цен за единицу работ, применимых к ним.
i) "Контрактная цена (сумма)" означает сумму, согласованную в Контракте как подлежащую выплате Подрядчику по выполнении и завершении Работ и после исправления любых дефектов в соответствии с Контрактом.
j) "Участок" означает участок земли и другие территории, на котором, под которым, или через который проводятся основные или временные работы.

2. ЕДИНИСТВЕННОЕ И МНОЖЕСТВЕННОЕ ЧИСЛО
Термины, указывающие на лиц или стороны, включают также фирмы или компании, а термины в единственном числе также означают
only shall also include the plural and vice versa where the context requires.

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

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

5. GENERAL DUTIES/POWERS OF ENGINEER
a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.

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

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

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

h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in

в) Инженер должен посещать Участок с периодичностью, соответствующей этапам строительства, чтобы быть в курсе общего хода работ и качества работ и следить, чтобы Работы проходили в соответствии с Контрактными документами. На основе своих наблюдений “на участке”, он должен информировать Нанимателя относительно хода Работ.

g) Инженер не должен нести ответственность и не обладает правом контроля или распоряжения над средствами строительства, методами, технологиями, последовательностью или процедурой работ, или мерами безопасности в связи с основными или временными работами. Инженер не должен нести ответственность и не обладает правом контроля или распоряжения по действиям или упущениям Подрядчика (включая неспособность Подрядчика выполнить Работы в соответствии с Контрактом) и субподрядчиков или каких-либо агентов, служащих, или других лиц, оказывающих услуги в рамках Работ, кроме случаев, когда такие действия или упущения вызваны неисполнением Инженером своих функций в соответствии с контрактом между Нанимателем и Инженером.

d) Инженер должен иметь постоянный доступ к Работам, будь то на стадии подготовки или выполнения. Подрядчик должен обеспечить средства для такого доступа так, чтобы Инженер мог исполнять свои функции согласно Конракту.

На основе наблюдений Инженера и оценке документации, представленной Подрядчиком вместе со счетами, Инженер должен определить суммы, причитающиеся Подрядчику и выдать Сертификаты оплаты, в установленном порядке.

e) Инженер должен рассмотреть и утвердить или вынести иное решение после подачи Подрядчиком документов на рассмотрение, таких как Эскизы, Спецификации Изделий и Образцов, но только для обеспечения соответствия с концепцией проекта Работ и с условиями Контрактных документов. Такое действие должно быть выполнено достаточно быстро, чтобы не вызвать задержек. Одобрение Инженером определенного изделия не означает одобрения общей системы или совокупности, частью которой является данное изделие.
Clause 71 of these General Conditions.

i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.

j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.

k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.

m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).
6. CONTRACTOR’S GENERAL OBLIGATIONS/ RESPONSIBILITIES

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

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

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

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

6.5. Officials Not to Benefit
The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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

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

7. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

8.3. Disruption of Progress
The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The notice shall include the 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.
Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal. The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

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

11. INSPECTION OF SITE
The Contractor shall be deemed to have inspected

выполнения распоряжения в Журнале работ, он должен сообщить Нанимателю, через Инженера, посредством записи в Журнале работ, произведенной не позднее трех (3) дней с момента поступления распоряжения, о том, что Подрядчик намеревается отказаться от выполнения. При невыполнении Подрядчиком этой процедуры распоряжение считается принятым без дальнейшей возможности отказаться от его выполнения. Оригинал Журнала работ должен быть представлен Нанимателю во время Окончательного Принятия Работ. Одна копия остается у Инженера, еще одна - у Подрядчика.

10. ГАРАНТИЯ ВЫПОЛНЕНИЯ РАБОТ
а) В качестве гарантии надлежащего и эффективного выполнения Контракта, Подрядчик, после подписания Контракта, предоставит Нанимателю Гарантию выполнения работ, оформленную в пользу Нанимателя. Сумма и форма такой гарантии (долговое обязательство или гарантия) должны быть обозначены в Контракте.
b) Гарантия выполнения работ в виде долгового обязательства или Гарантии Банка должна быть выпущена согласованной страховой компанией или аккредитованным банком, в формате, указанном в Тендерном документе, и должна иметь срок действия до двадцати восьми дней после выпуска Инженером Сертификата об окончательном завершении работ. Долговое обязательство или Гарантия Банка должны быть возвращены Подрядчику в срок не позднее двадцати восьми дней после выдачи Инженером Сертификата об окончательном завершении работ, при условии, что Подрядчик выплатил все средства, причитающиеся Нанимателю согласно Контракту.
c) Если поручитель по долговому обязательству или гарантии объявлен банкротом или стал неплатежеспособным, или его право вести бизнес в стране выполнения работ было аннулировано, Подрядчик должен в срок не более пяти (5) дней предоставить другое обязательство или гарантию, любая из которых должна быть приемлема для Нанимателя.

11. ОСМОТР УЧАСТКА
Подрядчик считается ознакомленным и исследовавшим участок и территорию вокруг
and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

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

13. PROGRAMME OF WORK TO BE FURNISHED
Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereof, to the Engineer shall be in accordance with the requirements of the Contract and the Engineer shall not be responsible for any delay in the execution of the Works which may be occasioned by the Contractor's failure to comply therewith.

12. ПОЛНОТА ПРЕДЛОЖЕНИЯ
Подрядчик должен полностью убедиться перед подачей Предложения, в правильности и полноте своего Предложения по проведению работ и тарифов и цен, которые должны, кроме случаев, явно упомянутых в данном Контракте, покрывать все его обязательства согласно Контракту и все аспекты и компоненты, необходимые для надлежащего выполнения и завершения Работ.

13. ПРОГРАММА РАБОТ, ПОДЛЕЖАЩИХ ВЫПОЛНЕНИЮ
В срок, указанный в Контракте, Подрядчик должен представить Инженеру на утверждение детальную Программу Работ, указав порядок процедур и методы, которыми он предлагает выполнить данные Работы. При подготовке Программы Работ Подрядчик должен обеспечить должное внимание приоритетности некоторых работ. Если Инженер, в ходе работы, требует дальнейших изменений в Программе Работы, Подрядчик должен пересмотреть указанную программу. Подрядчик должен также вслед за тем, когда это требуется Инженером, представить подробные сведения в письменной форме о мерах, предпринимаемых Подрядчиком для выполнения Работ, монтажа площадки и проведения временных работ, которые Подрядчик намеревается осуществить. Подача
thereunto, 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 UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.

b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Engineer, which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Engineer. If the approval of such agent or representative shall be withdrawn by the Engineer, as provided in Clause 17(2) hereinafter, or if the removal of such agent or
representative shall be requested by the Employer under Clause 17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Engineer. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR’S EMPLOYEES

a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
   I) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
   II) Such skilled, semi-skilled, and unskilled labor as is necessary for the proper and timely execution and completion of the Works.

b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.

c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal shall be charged to and paid by the Contractor.

17. РАБОТНИКИ ПОДРЯДЧИКА

а) Подрядчик должен предоставить на Участок в связи с выполнением и завершением Работ и исправлением любых обнаруженных дефектов:
   i) Только такой технический персонал, который достаточно квалифицирован и имеет опыт работы по профессии, и таких производителей работ и мастеров участков, которые способны обеспечить надлежащий контроль за выполнением работ, который от них требуется, и
   ii) Работников такой высокой, средней и низкой квалификации, которые необходимо для надлежащего и своевременного выполнения и завершения Работ.

б) Инженер может по своему усмотрению возражать против кандидатуры и требовать, чтобы Подрядчик немедленно удалил с Участка работ любое лицо, нанятое Подрядчиком для выполнения или завершения Работ, которое по мнению Инженера, не справляется со своими обязанностями непосредственно, или проявляет некомпетентность или небрежность в выполнении своих обязанностей, или услуги которого по мнению Инженера, являются нежелательными, и такое лицо не может быть вновь нанято для работ на Участке без письменного разрешения Инженера. Любое лицо, удаленное с участка Работ должно быть заменено в кратчайшие сроки компетентным работником с утверждения Инженера.

в) По письменному запросу Нанимателя, Подрядчик должен удалить или заменить на Участке любого агента, представителя или другой персонал, который не соответствует стандартам, сформулированным в параграфе (1) этого Пункта. Такая просьба об отзыве или замене не должна рассматриваться как
withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

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

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

б) Оборудование Подрядчика и другую собственность, доставленные на Участок Подрядчиком, на стоимость замены такого оборудования и собственности;
в) Страхование, необходимое для покрытия обязательств и гарантии Раздела 52 (4);
Такое страхование должно быть произведено со страховой компанией и на условиях, согласованных с Нанимателем, причем последний не должен необоснованно отказывать в согласии, и Подрядчик должен, всякий раз, когда это потребуется, предоставить Инженеру полис или полисы страхования и квитанции на оплату текущих страховых взносов.

22. УЩЕРБ ФИЗИЧЕСКИМ ЛИЦАМ И СОБСТВЕННОСТИ

Подрядчик должен (кроме случаев, когда Контракт предусматривает иное) компенсировать, ограждать от ущерба и вреда, и охранять, за свой счет, Нанимателя, его должностных лиц, агентов, служащих и работников, от действия любых исков, требований, претензий и ответственности любого характера или вида, включая затраты и расходы, проистекающих из действий или бездействия Подрядчика, или служащих Подрядчика, чиновников, агентов или субподрядчиков, при выполнении данного Контракта. Это условие должно распространяться, помимо прочего, на требования и претензии в отношении характера компенсации труда рабочих, ответственность за свойства изделий и ответственность, проистекающую из использования патентованных изобретений или устройств, защищенных авторским правом. Никакие положения, представленные далее, не могут служить основанием для того, чтобы Подрядчик нес ответственность за:

а) Постоянное использование или занятие земли Работами или любой частью их;
b) Право Нанимателя, чтобы производить Работы или любую их часть на какой-то территории, под ней или с прохождением через нее.
в) Помеху, временную или постоянную, в отношении любого права на освещение, прохода/проезда/движения по воздуху или по воде или другого права, которое является неизбежным результатом строительства Работ в
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

23. СТРАХОВАНИЕ ГРАЖДАНСКОЙ ОТВЕТСТВЕННОСТИ
23.1. Обязательство приобрести страховку гражданской ответственности

Перед началом выполнения Работ, но без ограничения его обязательств и ответственности согласно Пункту 20, Подрядчик должен застраховать свою ответственность за смерть, материальный ущерб или телесные повреждения, утерю или ущерб, которые могут быть причинены собственности, включая таковую Нанимателя или любого лица, включая работников Нанимателя, или стать результатом выполнения Работ или выполнения Контракта, кроме причин, упомянутых в положениях Пункта 22.

23.2. Минимальная сумма страхования гражданской ответственности

Такое страхование должно быть оформлено со страховой компанией на основе условий, утвержденных Нанимателем, решение которого не может быть необоснованно аннулировано, и на минимальную сумму, указанную в контракте. Подрядчик должен, всякий раз, когда это требуется Нанимателем или Инженером, предоставлять Инженеру полис или полисы страхования и квитанции на оплату текущих страховых взносов.

23.3. Положения о выплате Нанимателю

Полис страхования должен включать условие, посредством которого, в случае возникновения любой претензии, по которой Подрядчик имел бы право на компенсацию согласно данному полису, выдвинутой против Нанимателя, страховщик должен выдать Нанимателю покрытие таких претензий и любых затрат, сборов и расходов по ним.

24. НЕСЧАСТНЫЙ СЛУЧАЙ ИЛИ УВЕЧЬЯ РАБОТНИКАМ

а) Наниматель не может быть ответственным за любой ущерб или компенсацию, подлежащую выплате по закону в связи или из-за любого
a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

b) Insurance Against Accident, etc., to Workmen

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

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

25. REMEDY ON CONTRACTOR’S FAILURE TO INSURE

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

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.

b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

27. FOSSILS, ETC.

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

a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

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

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

31. OPPORTUNITIES FOR OTHER CONTRACTORS

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

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

3. 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.

1. 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.

33. УБОРКА УЧАСТКА ПОСЛЕ ЗАВЕРШЕНИЯ РАБОТ В ОСНОВНОМ ОБЪЕМЕ

После завершения Работ в основном объеме Подрядчик должен очистить и удалить с Участка все конструктивные материалы, излишки, мусор и элементы и сооружения для временных работ и сдать весь Участок и Работы в чистом виде и хорошем состоянии, к удовлетворению Инженера.

34. ТРУДОВЫЕ РЕСУРСЫ

34.1 Привлечение трудовых ресурсов
Подрядчик должен самостоятельно принять меры для привлечения всех трудовых ресурсов, будь то местных или иных.

34.2 Обеспечение водой
Подрядчик должен обеспечить на Участке к удовлетворению Инженера, адекватную систему водопровода с питьевой и другой водой для использования штатом и работниками Подрядчика.

34.3 Алкогольные напитки или наркотики
Подрядчик должен выполнять государственные законы и инструкции и распоряжения в во всем, что касается импорта, продажи, обмена или утилизации алкогольных напитков или наркотиков, и он не должен позволять или содействовать такому импорту, продаже, дарению, обмену или утилизации его субподрядчиками, агентами или служащими.

34.4 Оружие и боеприпасы
Ограничения, указанные в пункте 34.3 выше должны включать в себя все виды оружия и боеприпасов.

34.5 Праздники и религиозные обычаи
Подрядчик будет во всех деловых отношениях с нанимаемыми работниками, уважать все праздники, отмечаемые события и религиозные или иные мероприятия.

34.6 Эпидемии
В случае любой вспышки болезни эпидемического характера Подрядчик должен
34.6 Epidemics
In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

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

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

34.9 Legislation applicable to Labour
The Contractor shall abide by all applicable legislation and regulation with regard to labour.

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

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

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

36.3 Cost of Tests
The Contractor shall bear the costs of any of the following tests:
a) Those clearly intended by or provided for in the Contract Documents.
b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

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

38. EXAMINATION OF WORK BEFORE COVERING UP
No work shall be covered up or put out of view количества используемых материалов, и должен предоставить образцы материалов до использования в Работах для испытаний, по указанию Инженера. Все оборудование, испытания и инструменты, предоставленные Подрядчиком, должны использоваться только Инженером или Подрядчиком в соответствии с инструкциями Инженера.
b) Никакие материалы, не соответствующие Спецификациям в Контракте, не могут использоваться в Работах без предшествующего письменного одобрения Нанимателя и инструкций Инженера, при условии, если использование таких материалов может повлечь за собой увеличение Цены Контракта, должна применяться процедура Пункта 48.

36.2 Стоимость образцов
Все образцы должны быть представлены Подрядчиком за свой счет, если такое представление не указано явно в Спецификациях или накладной, как осуществляемое за счет Нанимателя. Оплата по образцам, которые не соответствуют Спецификации, проводиться не будет.

36.3 Стоимость испытаний
Подрядчик взять на себя затраты по любому из следующих испытаний:
a) Предусмотренные заранее в Контрактных документах.
b) Включающие испытания груза или такие испытания, которые должны гарантировать, что проект всех Работ или любой части Работ соответствует целям, которые были поставлены.

37. ДОСТУП НА МЕСТО ПРОВЕДЕНИЯ РАБОТ
Наниматель и Инженер и любые лица, уполномоченные ими, могут иметь постоянный доступ к Работам и к Участку и ко всем цехам и зонам, где проводится подготовка к работам или откуда материалы, готовые изделия или машины поступают для осуществления Работ, и Подрядчик должен обеспечить все возможности и содействие для реализации права на такой доступ.

38. ЭКСПЕРТИЗА РАБОТ ДО ЗАВЕРШЕНИЯ
Ниакая работа не должна быть завершена или скрыта от визуального контроля без получения одобрения Инженера, и Подрядчик должен обеспечить все возможности для того, чтобы
without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

39. REMOVAL OF IMPROPER WORK AND MATERIALS
39.1 Engineer's power to order removal

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

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

b) The substitution of proper and suitable materials; and

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

39.2 Default of Contractor in carrying out Engineer's Instructions

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

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

41. POSSESSION OF SITE

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

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

41.3 Limits of the Site
Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, suchим способом, как требуется Инженером, и в течение такой приостановки, должным образом охранять и обеспечивать целостность Работ, насколько это необходимо по мнению Инженера. Наниматель должен быть уведомлен, и его письменное одобрение должно быть получено на любую приостановку работы сроком более трех (3) дней.

41. ВЛАДЕНИЕ УЧАСТКОМ

41.1 Доступ на место проведения работ
Наниматель с письменного распоряжения Инженера, начинает Работы, передает в распоряжение Подрядчика весь или часть Участка, по необходимости, чтобы Подрядчик мог начать производство Работ в соответствии с Программой, упомянутой в Пункте 13, или в соответствии с такими предложениями Подрядчика, которые он должен направить Инженеру в письменной форме, и по мере необходимости и выполнения Работ, передавать в распоряжение Подрядчика остальные части Участка, чтобы позволить Подрядчику продолжить производство Работ в соответствии с указанной Программой или предложениями.

41.2 Право прохода, и т.д.
Подрядчик должен взять на себя все расходы и сборы за специальный временный режим прохода, организуемый им в связи с работами на Участке. Подрядчик должен также обеспечить за свой счет любые дополнительные сооружения за пределами Участка, требуемые для выполнения Работ.

41.2 Границы Участка
Кроме случаев, определенных ниже, границы Участка должны быть определены в Контракте. Если Подрядчик требует доступ к землям вне Участка, он должен получить его за свой счет и перед вступлением в распоряжение должен предоставить Инженеру копии необходимых разрешений. Доступ к Участку оборудуется там, где Участок примыкает к общественной дороге, но только тогда, когда это указано на Эскизах. Когда это необходимо для безопасности и удобства рабочих, общественности или домашнего скота или для охраны Работ, Подрядчик должен, за свой счет, обеспечить адекватное временное ограждение всего или части Участка. Подрядчик не должен нарушать, повреждать или сносить какие-либо преграды,
damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

42. TIME FOR COMPLETION
a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 46 and 47 hereof, within the time stated in the Contract.
b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43. EXTENSION OF TIME FOR COMPLETION
If, subject to the provisions of the Contract, the Engineer orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

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

45. LIQUIDATED DAMAGES FOR DELAY

a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

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

46. CERTIFICATE OF SUBSTANTIAL COMPLETION

5.1 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.
5.2 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 separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- 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 Remediying 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 работы в течение срока Ответственности за дефекты.

46.2 Завершение раздела или части работ в основном объеме
В соответствии с процедурой подпункта (1) данного Пункта и на тех же условиях, что предусмотрены в нем, Подрядчик может ходатайствовать перед Инженером, а Инженер выдать Сертификат о завершении в основном объеме относительно любых разделов или частей Работ, которые были закончены в основном объеме и удовлетворительно прошли любые испытания по их завершении, предписанные в соответствии с Контрактом, если:

- а) Отдельный срок предусмотрен в Контракте для завершения такого раздела или части Работ;
- б) Такой раздел или часть Работ закончен к удовлетворению Инженера и требуется Нанимателем для собственного использования. После выдачи такого Сертификата Подрядчик будет считаться принявшим на себя обязательство закончить любую невыполненную работу в течение срока Ответственности за дефекты.

47. ОТВЕТСТВЕННОСТЬ ЗА ДЕФЕКТЫ
47.1 Срок ответственности за дефекты
Термин "Срок ответственности за дефекты" должен означать период в двенадцать (12) месяцев, с момента завершения Работ, заявленного в Сертификате о завершении в основном объеме, выданном Инженером или, в отношении любого раздела или части Работ, для которых выдан отдельный Сертификат о завершении работ в основном объеме, с момента завершения такого раздела или части работ как заявлено в соответствующем Сертификате. Термин "Работы" должен в части срока Ответственности за дефекты быть интерпретирован соответствующим образом.

47.2 Завершение невыполненной работы и исправление дефектов
В течение срока Ответственности за дефекты, Подрядчик должен завершить работу, если таковая имеется, невыполненную к моменту выдачи Сертификата о завершении, и должен выполнить всю такую работу по ремонту, доводке, реконструкции, исправлению дефектов, недостачи, усадки, или других недостатков, как того может потребовать от
defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

47.3 **Cost of Execution of Work of Repair, etc.**

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

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

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

47.5 **Certificate of Final Completion**

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

48. **ALTERATIONS, ADDITIONS AND OMISSIONS**

Подрядчика в письменной форме Инженер в течение срока Ответственности за дефекты и в течение четырнадцати (14) дней после его истечения, в результате осмотра, проведенного Инженером или от имени Инженера до истечения срока Ответственности за дефекты. 47.3 Стоимость выполнения работ по ремонту, и т.д. Вся такая невыполненная работа должна быть выполнена Подрядчиком за свой счет, если потребность в ней возникла, по мнению Инженера, из-за использования материалов или качества работ, не соответствующих Контракту, или невыполнения со стороны Подрядчика любых обязательств, выраженых явно или подразумеваемых, со стороны Подрядчика согласно Контракту.

47.4 Законные средства при невыполнении Подрядчиком требуемых работ
Если Подрядчик не в состоянии провести такие мероприятия, оставшиеся в результате невыполнения Работ, Наниматель имеет право нанять и оплатить другим лицам за выполнение таких работ, и все расходы, связанные или непредвиденные, должны быть взысканы с Подрядчика Нанимателем, или могут вычитаться Нанимателем из любых сумм, причитающихся Подрядчику.

47.5 Свидетельство об окончательном завершении
После удовлетворительного завершения работ, оставшихся в результате невыполнения Работ, Инженер в течение двадцати восьми (28) дней после истечения срока Ответственности за дефекты, должен выдать Подрядчику Свидетельство об окончательном завершении работ. Контракт будет считаться завершенным после выдачи такого Сертификата, при условии, что условия Контракта, которые остались непротиворечивыми, и условия Урегулирования споров по Контракту, должны оставаться в силе до тех пор, пока это необходимо, чтобы разрешить все нерешённые вопросы или проблемы между Сторонами.

48. ИЗМЕНЕНИЯ, ДОПОЛНЕНИЯ И ПРОПУСКИ ЭТАПОВ РАБОТ

48.1. Изменения
Инженер может, в пределах своих полномочий,
48.1. Variations
The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:
(a) increase or decrease the quantity of any work under the Contract;
(b) omit any such work;
(c) change the character or quality or kind of any such work;
(d) change the levels, lines, positions and dimensions of any part of the Works;
(e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

48.2. Variations Increasing Cost of Contract or altering the Works.

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

48.3. Orders for Variations to be in Writing

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

вносить любые изменения в форму, тип или качество Работ или любой их части, которые он считает необходимыми, и по этой или любым другим причинам, которые по его мнению имеют отношение к данному случаю, он имеет полномочие дать распоряжения, а Подрядчик должен выполнить любые из нижеследующих поручений:
а) увеличить или уменьшить объем работ согласно Контракту;
б) Пропустить любой этап таких работ;
в) Изменить свойства, качество или виды любых работ;
г) Внести изменения в характеристики уровней, линий, положений и измерений любой части Работ;
д) Выполнить дополнительные работы любого вида, необходимые для завершения Работ, и никакие такие изменения не могут служить в целях искажения или лишения законной силы Контракта.

48.2. Изменения, увеличивающие сумму Контракта или изменяющие характер Работ.

Вместе с тем, Инженер должен получить письменное одобрение Нанимателя перед выдачей любого распоряжения о каких-либо изменениях, которые могут привести к увеличению Цены Контракта или к существенному изменению объемов, качества или характера Работ.

48.3. Распоряжения об изменениях в письменной форме

Никакие изменения не должны вноситься Подрядчиком без получения распоряжения от Инженера в письменной форме. Изменения, требующие письменного одобрения Нанимателя согласно параграфа (2) данного Пункта, должны быть внесены Подрядчиком только после письменного распоряжения от Инженера, сопровождаемого копией, отражающей согласие Нанимателя. При этом, по условиям Контракта, никакое распоряжение в письменной форме не требуется для любого увеличения или уменьшения в объемах работ, если такое увеличение или уменьшение не является результатом распоряжения, выданного согласно настоящему Пункту, а является результатом превышения или недостаточного обеспечения объемов, указанных в Накладной.
48.4. Valuation of Variations

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

49. PLANT, TEMPORARY WORKS AND MATERIALS

49.1. Plant, etc., Exclusive Use for the Works

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

49.2. Removal of Plant, etc.

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

49.3. Employer not liable for Damage to Plant

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

49.4. Ownership of paid material and work

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.

48.4. Оценка изменений

Инженер должен предоставить Нанимателю оценку суммы, которая должна быть добавлена или вычтена из суммы Контракта вследствие любых изменений, дополнений или пропусков этапов работ. В случае внесения любого изменения, дополнения или пропуска работ, которое может привести к увеличению Цены Контракта, Инженер должен направить такую оценку Нанимателю вместе с просьбой о письменном одобрении Нанимателем таких изменений, дополнений или пропусков. Стоимость любого изменения, дополнения или пропуска должна быть рассчитана на основе цен за единицу, содержащихся в Накладной.

49. СТРОИТЕЛЬНЫЕ МОЩНОСТИ, ВРЕМЕННЫЕ РАБОТЫ И МАТЕРИАЛЫ

49.1. Строительные мощности, и т.д., исключительное использование для производства работ

Все строительные мощности, временные работы и материалы, обеспеченные Подрядчиком должны, при поступлении на Участок, быть предназначены исключительно для строительства и завершения Работ, и Подрядчик не должен снимать их с работ или их части и компоненты (кроме как в целях перемещения с одной части Участка на другую) без согласия в письменной форме Инженера, в выдаче которого тот не может необоснованно отказаться.

49.2. Удаление строительных мощностей, и т.д. После завершения Работ Подрядчик должен удалить с Участка все указанные выше строительные мощности, временные работы и любые неиспользованные материалы, предоставленные Подрядчиком.

49.3. Наниматель не несет ответственности за ущерб строительным мощностям

Наниматель ни в коем случае не должен быть ответственен за ущерб, нанесенный строительным механизмам, временным работам или материалам, кроме случаев, когда такой ущерб стал результатом действия или бездействия Нанимателя, его служащих или агентов.

49.4. Собственность на оплаченные материалы и работы

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

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.

которым проведены платежи, сделанные Нанимателем Подрядчику, находятся в полной собственности Нанимателя, однако это условие не должно рассматриваться как освобождение Подрядчика от полной ответственности за все материалы и работы, по которым были произведены платежи или за восстановление любых нарушенных работ или как отказ в праве Нанимателя требовать выполнения всех условий Контракта.

49.5. Оборудование и запасы, поставленные Нанимателем
Право собственности на любое оборудование и запасы, которые могут быть предоставлены Нанимателем, должно оставаться за Нанимателем и любое такое оборудование и запасы должны быть возвращены Нанимателю по завершении Контракта или тогда, когда в нем нет больше необходимости для Подрядчика. Такое оборудование, при его возвращении Нанимателю, должно быть в том же состоянии, что и на момент предоставления Подрядчику, с учетом нормального износа.

50. УТВЕРЖДЕНИЕ МАТЕРИАЛОВ И Т.Д., НЕ ПОДРАЗУМЕВАЕМОЕ
Действие Пункта 49 выше не подразумевает какого-либо одобрения Инженером материалов или других аспектов, упомянутых в нем, и не должно служить препятствием для отказа в принятии любых таких материалов в любое время Инженером.

51. ИЗМЕРЕНИЕ РАБОТ
Инженер, когда он требует измерения любой части или частей Работ, должен выдать уведомление Подрядчику или уполномоченному агенту Подрядчика или его представителю, который должен находиться на месте, или направить квалифицированного специалиста, чтобы помочь Инженеру в проведении таких измерений, и должен предоставить самые подробные сведения, которых они могут потребовать. Если Подрядчик не участвует или не направляет своих представителей, тогда измерения, сделанные Инженером или одобренные им, должны служить измерением работ. Цель измерения состоит в том, чтобы установить объем работ, выполненных Подрядчиком и на основе этого определить сумму ежемесячных
52. LIABILITY OF THE PARTIES

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

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

3. Unfulfilled Obligations

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

4. Contractor Responsible

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

53. AUTHORITIES

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

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

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.
2. Evaluation after Re-entry
The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

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

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

54. СРОЧНЫЙ РЕМОНТ
Если из-за любого несчастного случая или аварии или другого события, имевшего место в связи с работами или любой их частью или в ходе выполнения Работ или в течение срока Ответственности за дефекты, любые ремонтные или другие работы станут по мнению Инженера, срочно необходимыми в целях обеспечения безопасности, и Подрядчик не в состоянии или не желает немедленно произвести такую работу или ремонт, Наниматель может своими силами или с привлечением других работников провести такую работу или восстановление, в той мере, в какой Инженер считает ее необходимой. Если работа или ремонт, выполненные Нанимателем, представляют собой работы, которую по мнению Инженера, должен был выполнить Подрядчик за свой счет согласно Контракту, все затраты, и расходы, понесенные Нанимателем в ходе выполнения работ должны, по требованию, быть оплачены Подрядчиком Нанимателю или могут вычитаться Нанимателем из сумм, причитающихся Подрядчику, при условии, что Инженер, немедленно после возникновения такого критического положения и в реальные сроки, уведомит Подрядчика об этом в письменной форме.

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

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

57. BLASTING
The Contractor shall not use any explosives without
57. ВЗРЫВНЫЕ РАБОТЫ
Подрядчик не должен использовать никакие взрывчатые вещества без письменного разрешения Инженера, который должен потребовать, чтобы Подрядчик полностью соблюдал действующие инструкции относительно использования взрывчатых веществ. Вместе с тем, Подрядчик, перед обращением за разрешением использовать такие взрывчатые вещества, должен обеспечить их безопасное хранение. Согласие или отказ Инженера разрешить использование взрывчатых веществ не должны служить причиной для подачи Подрядчиком претензий.

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. TEMORARY 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

57. ВЗРЫВНЫЕ РАБОТЫ
Подрядчик не должен использовать никакие взрывчатые вещества без письменного разрешения Инженера, который должен потребовать, чтобы Подрядчик полностью соблюдал действующие инструкции относительно использования взрывчатых веществ. Вместе с тем, Подрядчик, перед обращением за разрешением использовать такие взрывчатые вещества, должен обеспечить их безопасное хранение. Согласие или отказ Инженера разрешить использование взрывчатых веществ не должны служить причиной для подачи Подрядчиком претензий.

58. МЕХАНИЗМЫ
Подрядчик должен взять на себя ответственность за координацию изготовление, поставку, монтаж и пуск машин и строительных механизмов и оборудования, которые должны формировать часть Работ. Он должен разместить все необходимые заказы как можно скорее после подписания Контракта. Эти заказы и их принятие должны быть представлены по запросу. Подрядчик должен также отвечать за то, чтобы все субподрядчики твердо придерживались таких планов, согласованных ранее, чтобы гарантировать завершение Работ в установленные сроки. Если любые субконтрактные работы откладываются, Подрядчик должен инициировать необходимые действия, чтобы ускорить выполнение работ. Такие действия, вместе с тем, не умаляют права Нанимателя реализовать свои законные средства в случае задержки выполнения в соответствии с Контрактом.

59. ВРЕМЕННЫЕ РАБОТЫ И ПРИВЕДЕНИЕ В ПРЕЖНЕЕ СОСТОЯНИЕ
Подрядчик должен предоставить и обслуживать надлежащим образом все временные дороги и подъездные пути, необходимые для перемещения строительных механизмов и материалов и демонтировать и убрать их по завершении и привести в надлежащее состояние все работы, которые были изменены или нарушены. Подрядчик должен представить эскизы и полные подробные сведения о всех временных работах Инженеру перед началом их производства. Инженер может потребовать внести поправки в такие сведения, если он
clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60. PHOTOGRAPHS AND ADVERTISING

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

61. PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts полагает, что они недостаточны или неполны, и Подрядчик должен внести такие поправки, что не может быть причиной освобождения от его обязанностей. Подрядчик должен соорудить и обслуживать навесы от непогоды для хранения материалов для работ, и для собственного использования и для использования Нанимателем, и демонтировать их по завершении Работ. Подрядчик должен демонтировать и ответить, в установленном порядке, за свой счет и с одобрения Инженера, все инфраструктуру коммунального обслуживания, с которой он сталкивается в ходе Работ, кроме тех, которые специально указаны на эскизах, как включенные в Контракт. В тех случаях, когда такой отвод не требуется в связи с Работами, Подрядчик должен поддерживать, обслуживать данную инфраструктуру в рабочем состоянии в существующем виде. Подрядчик должен восстановить, за свой счет, все повреждения, нанесенные телефонным, телеграфным и электрическим кабелям или проводам, коллекторам, водопроводным или другим трубам и другим элементам инфраструктуры, кроме тех случаев, когда государственных орган или частный собственник, ответственный за поддержание этих служб в рабочем состоянии, возьмут на себя восстановительные работы. Затраты, понесенные при этом должны быть оплачены Подрядчиком государственному органу или частному собственнику по требованию.

60. ФОТОГРАФИИ И РЕКЛАМА

Подрядчик не должен публиковать никаких фотографий Работ или позволять использовать Работы в любой форме рекламы, без предшествующего одобрения в письменной форме от Нанимателя.

61. ПРЕДОТВРАЩЕНИЕ КОРРУПЦИИ

Наниматель имеет право отменить Контракт и возместить за счет Подрядчика любые суммы потерь в результате такой отмены, если Подрядчик предложил или предоставил любому лицу любой подарок или вознаграждение любого вида как стимул или награду за выполнение или намерение выполнить любое действие относительно получения или выполнения данного Контракта или любого другого контракта с Нанимателем или за оказание или отказ в покровительстве
shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

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

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

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

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

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

64. LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English 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 UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof. The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

66. FORCE MAJEURE

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

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, the Contractor shall be excused from the performance of its obligations to the extent of and for the period during which force majeure prevents the performance of such obligations.

64. ЯЗЫК, ЕДИНИЦЫ ВЕСА И ЕДИНИЦЫ ИЗМЕРЕНИЙ

Кроме случаев, когда иное определено в Контракте, английский язык должен использоваться Подрядчиком во всей письменной корреспонденции с Нанимателем или Инженером в отношении услуг, которые будут предоставлены, и всех документов, полученных или подготовленных Подрядчиком, имеющих отношение к Работам. Во всех случаях должна использоваться метрическая система весов и мер.

65. ОТЧЕТЫ, СЧЕТА, ИНФОРМАЦИЯ И АУДИТ

Подрядчик должен обеспечивать ведение точных и систематических отчетов и счетов по работам, выполняемым согласно настоящему контракту. Подрядчик должен предоставлять, собирать или обеспечивать постоянный доступ ПРООН к любым отчетам или информации, устной или письменной, которую ПРООН может запрашивать относительно Работ или действий Подрядчика. Подрядчик должен позволить ПРООН или уполномоченным агентам ознакомление и аудит таких отчетов или информации по получении уведомления в установленном порядке.

66. ОБСТОЯТЕЛЬСТВА НЕПРЕОДОЛИМОЙ СИЛЫ (ФОРС МАЖОР)

Обстоятельства форс мажор (непреодолимой силы), для целей этой Стати, означают стихийные явления, войны (объявленные или необъявленные), вторжения, революции, восстания, или другие действия подобного характера. В случае и как можно скорее после возникновения любой причины, представляющей собой непреодолимую силу, Подрядчик должен направить уведомление и полные и подробные сведения в письменной форме ПРООН и Инженеру об этих обстоятельствах, если Подрядчик вследствие их
of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;

b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the suspension;

c) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;

d) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and for the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

потерял возможность, полностью или частично, исполнять обязательства и обязанности согласно настоящему контракту. В случае принятия ПРООН существования таких обстоятельств непреодолимой силы, в чем она не может необоснованно отказать, должны применяться следующие условия:

а) Обязательства и обязанности Подрядчика согласно настоящему контракту должны быть приостановлены в силу его неспособности выполнить их, на срок, пока такая неспособность имеет место. В течение такой приостановки и по приостановленным работам, Подрядчик должен получить возмещение от ПРООН по обоснованным затратам на обслуживание оборудования Подрядчика и суточные расходы на постоянный персонал Подрядчика, который был не задействован в результате такой приостановки;

б) Подрядчик должен в срок пятнадцать (15) дней после уведомления ПРООН о возникновении обстоятельств непреодолимой силы, представить ПРООН смету расчетных затрат, упомянутых в подпункте (а) выше в течение периода приостановки, с полной раскладкой фактических расходов на период в тридцать (30) дней после окончания приостановки работ;

в) Срок действия данного Контракта должен быть продлен на срок, равный периоду приостановки работ, с учетом любых особых условий, которые могут привести к дополнительному продлению времени для завершения Работ, отличному от периода приостановки;

г) Если Подрядчик временно или постоянно, не в состоянии полностью или частично, из-за обстоятельств непреодолимой силы, исполнить свои обязательства и обязанности согласно Контракту, ПРООН имеет право расторгнуть Контракт в те же сроки и условия, которые предусмотрены в Пункте 68 настоящих Общих Положений, за исключением того, что период уведомления должен составлять семь (7) дней вместо четырнадцати (14) дней, и в целях предшествующего подпункта, ПРООН может рассматривать Подрядчика не имеющим возможности на постоянной основе, исполнять свои обязательства, в случае любой приостановки более чем на девяносто (90) дней.
67. SUSPENSION BY THE UNDP
The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor’s obligation to continue to perform the Works under this Contract, if in the UNDP’ sole discretion:

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

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

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

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

Upon termination of this Contract:

a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor’s breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of

67. ПРИОСТАНОВКА СО СТОРОНЫ ПРООН
ПРООН может в соответствии с письменным уведомлением Подрядчику, приостановить в течение указанного периода, полностью или частично, платежи Подрядчику и/или обязательства Подрядчика продолжить исполнять Работы согласно настоящему контракту, если по собственному усмотрению ПРООН:

a) возникли какие-либо условия, которые препятствуют или угрожают успешному выполнению Работ или поставленных целей, или
b) Подрядчик не смог, полностью или частично, исполнить любой из сроков и положений данного Контракта.

После приостановки согласно подпункта (a) выше, Подрядчик должен иметь право на компенсацию со стороны ПРООН затрат, которые будут понесены в соответствии с данным Контрактом до начала периода такой приостановки.
Срок данного Контракта может быть продлен ПРООН на срок, равный любому периоду приостановки, принимая во внимание любые особые условия, которые могут стать причиной разницы в дополнительном времени для завершения Работ от периода приостановки.

68. РАСТОРЖЕНИЕ СО СТОРОНЫ ПРООН
ПРООН может, несмотря на любые приостановки согласно Пункту 67 выше, расторгнуть данный Контракт по причине или собственному усмотрению не менее чем через четырнадцать (14) дней после отправки письменного уведомления Подрядчику.
После расторжения данного Контракта:

a) Подрядчик должен предпринять немедленные шаги, чтобы завершить свою работу по Контракту быстрым и организованным способом и сократить потери и свести дальнейшие расходы к минимуму, и
b) Подрядчик должен иметь право (если причиной такого расторжения не стало нарушение Подрядчиком данного Контракта), получить оплату за часть Работ, завершенных удовлетворительным образом и за материалы и оборудование, должным образом поставленные на Участок до наступления даты
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 UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP’s inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

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

70. **RIGHTS AND REMEDIES OF THE UNDP**

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

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

71. **SETTLEMENT OF DISPUTES**

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

70. **ПРАВА И ЗАКОННЫЕ СРЕДСТВА ПРОООН**

Ни какие положения данного Контракта или связанные с ним положения не могут рассматриваться как умаляющие или препятствующие реализации любых других прав или законных средств ПРОООН. ПРОООН не может быть ответственной за любые последствия, или претензии, основанные на любом действии или бездействии со стороны Правительства.

71. **УРЕГУЛИРОВАНИЕ СПОРОВ**

В случае возникновения любых претензий, противоречий или споров, пристекающих или связанных с данным Контрактом или любым его
resolution of such claim, controversy or dispute shall apply.

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

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

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

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

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