

SCHEDULE 1

Schedule of Details

Accepted Contract Amount (Sub-Clause 1.1)	[Accepted Contract Amount to be inserted in words and figures]
Contractor's Representative (Sub-Clause 1.1)	[name, position title and contact details to be inserted]
Defects Notification Periods (Sub-Clause 1.1)	12 months
Employer's Representative (Sub-Clause 1.1)	Mr. Komal Karki, MIPP Project Manager, UNOPS Nepal Office Milap Marg, Bishalnagar, Kathmandu – 4 Nepal
Latent Defect Periods (Sub-Clause 1.1)	If nothing is stated, then no Latent Defects Period will apply, and the Contractor remains liable at Law for defects.
Project (Sub-Clause 1.1)	The supply, construction, commissioning, testing and completion, including the remedying of all defects, for the construction of 4 numbers of Police Buildings in Three Police units in Siraha and Saptari Districts of Nepal under Modernization and Improvement of Policing Project.
Time for Completion (Sub-Clause 1.1)	Whole of the Works 12 months from the Date of Contract sign. Sections Not Applicable.

Address for Service of Notices and Communications (Sub-Clause 1.3)	<p>Employer Attention: Mr. Komal Karki Position title: Project Manager Address: Milap Marg, Bishalnagar, Kathmandu – 4, Nepal Facsimile Number: Email Address: karkik@unops.org</p> <p>Contractor Attention: [to be inserted] Position title: [to be inserted] Address: [to be inserted] Facsimile Number: [to be inserted] Email Address: [to be inserted]</p>
Time(s) for access to and possession of site (Sub-Clause 2.1)	<p>Parts of the Site All sites will be accessible to the contractor from the date of signing the contract</p> <p>Sections Not Applicable</p>
Amount of Bank Guarantee for performance (Sub-Clause 4.2)	<p>The amount of the Bank Guarantee for performance to be provided under Sub-Clause 4.2(a) is the amount equal to 5% of the Accepted Contract Amount.</p> <p>The amount of any additional Bank Guarantee to be provided under Sub-Clause 4.2(c) is the amount equal to 5% of the amount by which the Contract Price has increased.</p>
Delay Damages for failure to provide or maintain diversions for roads (Sub-Clause 4.13)	Not Applicable
Working hours (Sub-Clause 6.5(a))	Local practise will be followed
Delay Damages for failure to complete the Works within the Times for Completion (Sub-Clause 8.7)	<p>Whole of the Works NPR 100,000.00 per day.</p>

Maximum amount of Delay Damages (Sub-Clause 8.7)	10% of the contract amount
Allowance for overhead charges and profit for provisional sums if Plant, Materials or services are purchased by the Contractor. (Sub-Clause 13.5)	10% overhead will be provided to the contractor for expenditures under the provisional sum
Advance payment as a loan for mobilization (Sub-Clause 14.2 'Advance Payment')	20% in two stages
Limit of Retention Money and percentage deduction for Retention (Sub-Clause 14.3)	The sum of 5% of the value of the amounts calculated under Sub-Clause 14.3(b)(i)&(ii) shall be retained from each and every payment up to a maximum of 5% of the Contract Price.
Currencies of payment (Sub-Clause 14.15)	Nepalese Rupees (NPR)
Amount of the aggregate limit of liability (Clause 17.6(b))	The greater of the following amounts: (a) the aggregate amount of insurance cover to be procured and maintained by both Parties under Clause 18 [<i>Insurance</i>]; or (b) the Contract Price.
Senior Representatives (Sub-Clause 1.1 & 20.3(b))	<p>Employer Mr. Charles Callanan Country Director, UNOPS Nepal Milap Marg, Bishalnagar – 4 Kathmandu, Nepal Tel: 4416520 Email: charlesc@unops.org</p> <p>Contractor [insert name, position title and contact details]</p>
Arbitration (Sub-Clause 20.3(e))	The place of the hearing, if any, shall be determined at the time the dispute arises.

SCHEDULE 2

Schedule of Site Plan

About the Project

Modernisation and Improvement of Policing Project (MIPP)

The Department for International Development (DFID) through its Operational Plan is committed to support Nepal in its efforts to ensure communities can live in safety and security. DFID's Integrated Programme for Strengthening Security and Justice in Nepal (IP-SSJ) aims to improve security and access to justice for poor and traditionally excluded people, especially women and girls.

Under this programme, UNOPS is to implement support to the component: Modernisation and Improvement of Policing Project (MIPP). The MIPP is primarily focused on the Nepal Police (NP), but will likely also encompass some related security and justice services in the targeted districts¹. The MIPP will modernise, tailor and help sustain high quality service delivery through improved infrastructures and systems of resource utilisation, performance management and oversight. The elements would be to:

- i) Identify and prioritise Facilities & Equipment required for improved public service delivery for access to justice in approximately 25 districts determined by Government of Nepal (GoN) in collaboration with DFID;
- ii) Procure building refurbishment, civil works, specialised and non-specialised equipment and supplies;
- iii) Procure forensic equipment for the central laboratory;
- iv) Implement the construction, Operation and Maintenance plans;
- v) Provide technical advisory services related to performance management, improvement and oversight.

The project will be implemented over a 4-year period, through three operational segments, in up to 25-28 districts. It is envisaged that, in the latter part of the project, implementation will be handed over to the GoN with UNOPS taking on a technical advisory role. Segment 1 of the project will be implemented in 8 Districts, which are Saptari, Siraha, Dhanusha, Mahottari, Saptari, Siraha, Kapilvastu, and Dang through multiple contract packages.

Whereas, the scope of this particular contract is the construction of **3** number of police units in **Siraha** and **Saptari** districts only.

“Construction of 4 numbers of Police Buildings in Three police units in Siraha and Saptari Districts of Nepal”

¹The primary focus will be units of the Nepal Police, but complementary work would deliver public-facing improvements to justice-related services provided by Chief District Officer (CDO) and Women and Children Development Offices (WCDOs) and, conceivably prisons.

Following site information are for contractors' uses:***1. Description of the Site***

The contractor will be granted access and control of the concerned sites as stated in Sub-Clause 2.1. This particular contract covers construction of **4** number of main Police buildings in three police units in **Siraha** and **Saptari** districts in the following specific locations:

	Siraha District	Type of building
1	Siraha	District Police Office, barrack and Kitchen
	Saptari District	Type of building
2	Bode Barshaine	Area Police Office – B & Kitchen
3	Kobarshaine	Police Station & Kitchen

All **3** sites will be made available for the contractor to start their works after the prescribed commencement date given by the Engineer. The detailed site plan and boundary limits of each site is given in the drawing sets attached as **Annex B'Drawings'**.

2. Access and Access Restrictions.

All parts of the concerned sites will be made accessible for the contractor to start the works after the prescribed commencement date

3. Other sites

There is no access restrictions to any of the **3** sites named above, no other sites to cause access limitations for the particular working areas. Specific site plans of the concerned sites are available in drawing sets attached as **Annex B "Drawings"**

4. Contractor's Site facilities

The contractor shall arrange his site facilities as required on site to carryout his works as per the contract. The contractor shall setup one main site office with adequate space for setting up a site laboratory as specified in the BoQ.

The contractor will also setup construction site specific offices as necessary to execute the works in compliance with the Environmental Management Plan.

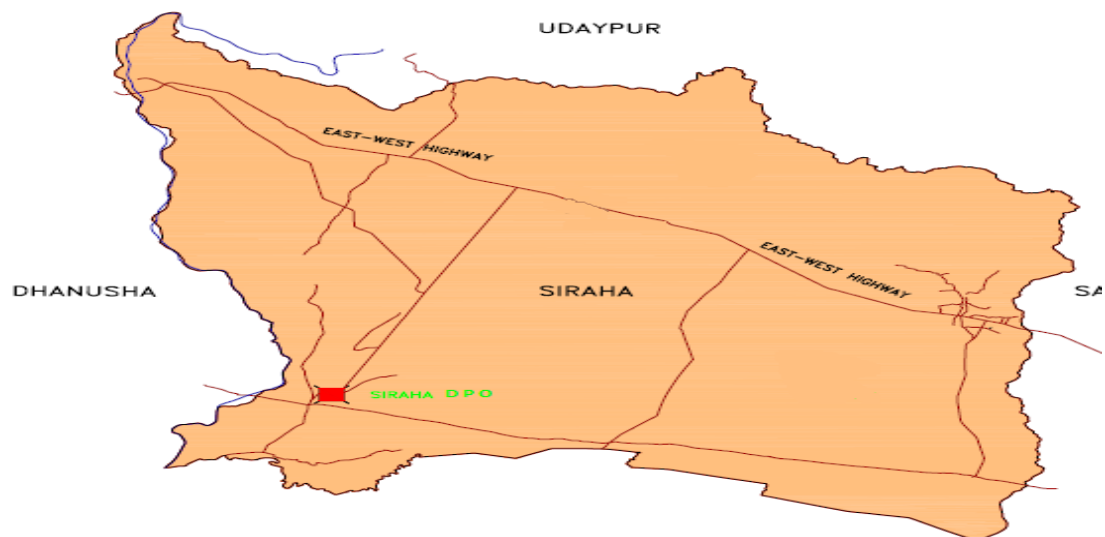
5. Site Arrangements for the Employer to be provided by the Contractor

The Contractor will provide one office room in each construction site for the uses of the Employer and its Representatives. Contractor will also make available survey equipment such as Level Machine and or Total Station to the supervising engineer as and when required for site supervision needs. No separate payments will be made for these facilities.

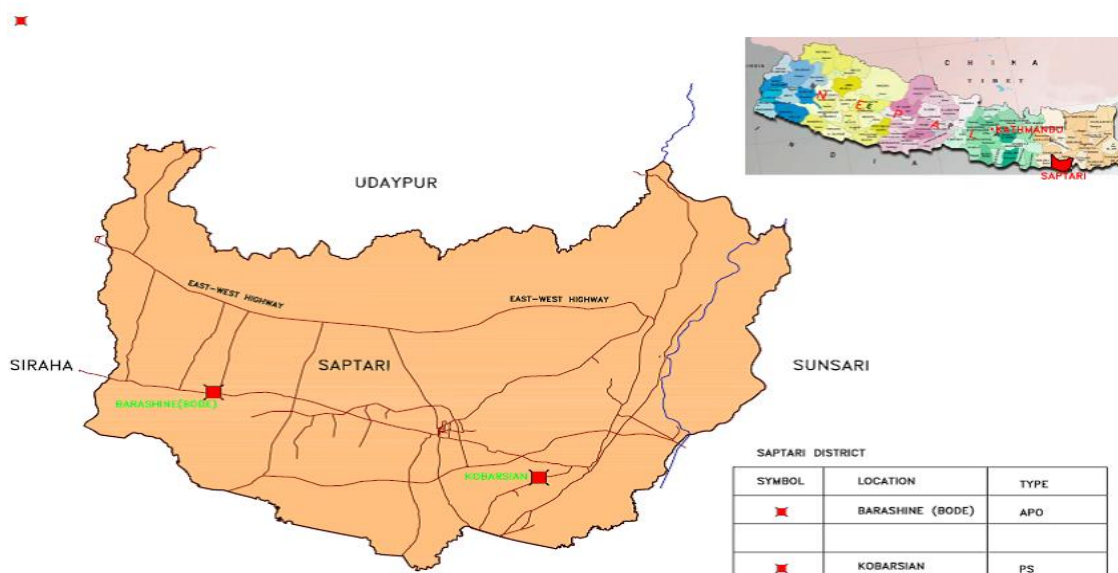
6. Other Site details

Location Maps of the construction sites of both Districts are attached in Annex B “Drawings” as well

Siraha Location Map



Saptari Location Map



SCHEDULE 3

Schedule of Specification

The scope of works under this particular contract is the construction of **3** number of police units in **Siraha** and **Saptari** districts in the specified location and as per the given drawings and specifications.

	Siraha District	Type of building
1	Siraha	District Police Office, Barrack and Kitchen
	Saptari District	Type of building
2	Bode Barshaine	Area Police Office – B & Kitchen
3	Kobarshaine	Police Station & Kitchen

The Contractor must perform all Works in accordance with the following General and Particular Specifications:

Document title: "Technical Specifications (Buildings)", Author: "Shah Consultant International", Date: December 2015, Revision Number: Final.

This set of Technical Specifications is attached as **Annex A** to the contract documents. Other drawings and details are given in a separate annex as Drawings.

Detailed description of the scope of Works and the specifications for the Works to be performed by the Contractor:

(a) Background information and a general description of the Project;

The Project is Modernization and Improvement of Policing in Nepal. Under its infrastructure component, total 24 unit of police buildings are going to be constructed in 8 districts of Nepal. Where as this specific contract package will only cover construction of **3** units of police stations in **Siraha** and **Saptari** Districts as detailed above.

(b) a general description of the Works;

The works under this contract is construction of **4** units of main police buildings with some additional kitchen buildings in three police stations at **Siraha** and **Saptari** Districts

(c) the Employer's objectives for the Project and the Works;

The objective of this project is improvements of police services to public and to the marginalized groups as detailed in schedule of site plans.

(d) the extent and scope of the Contractor's design obligations (if any), including the provision of workshop drawings and all other design;

The contractor shall prepare construction shop drawings (including bar bending schedules) for field uses and the As-Built drawings once the work is completed.

(e) the extent and scope of any works to be performed as Provisional Sum items, including those to be performed only by Nominated Subcontractors;

Refer to BoQ and Specifications.

(f) all technical specifications and industry standards that the Contractor is required to comply with;

Design Drawings, Specifications and other terms and conditions of this contract have to be followed.

(g) detailed description of all tests and testing requirements;

Technical Specifications are attached, the contractor has to prepare a Quality Management Plan/Quality Control Plan (QCP) based on given specifications with all testing and quality control requirements.

(h) detailed description of quality control requirements;

The contractor has to prepare the Quality Management Plan/QCP based on UNOPS requirements and the given specifications and design documents.

(i) all specific environmental standards and guidelines which the Contractor is expressly required to comply with;

The contractor has to prepare site environmental plan based on UNOPS guidelines and the local environmental standards.

(j) any sustainability and green building rating scheme rating requirements, such as LEED rating obligations;

GoN directives to be followed if any

(k) all specific Health and Safety standards and guidelines which the Contractor is expressly required to comply with.

UNOPS and local health and safety standards have to be adopted and in compliance to those, the contractor has to prepare and submit a comprehensive health and safety plan for the project.

(l) all specific Authority specifications which the Contractor is expressly required to comply with;

Not Applicable

(m) any project, safety, quality and co-ordination policies, plans or procedures which the Contractor is required to comply with;

The contractor has to prepare a standard project implementation plan, Quality Management plan/QCP as part of the work program to be followed during construction implementation.

(n) any Traffic control policies, plans or procedures which the Contractor is required to comply with;

The contractor has to follow the safety standards set forth in health and safety plan.

(o) any requirements or restrictions as to working hours relating to noise and vibration restrictions;

The contractor has to follow the safety standards set forth in health and safety plan as well as Environmental Management Plan.

(p) other documentation that the Contractor is required to provide such as as-built documents, manuals, technical materials, reports;

The contractor has to provide field project reports as per the agreed work program, prepare construction shop drawings and As-built drawings,

(q) permits or approvals that the Employer is required to obtain from the relevant Authorities;

Municipality permits for the construction activities in municipal areas and or wherever needed.

(r) permits or approvals that the Contractor is required to obtain from the relevant Authorities;

Local material and quarry operation permits where needed.

(s) a list of Employer's responsibilities for supplying, facilities, equipment or materials ("free issue materials");

The employer will have no responsibilities for supplying, facilities, equipment or any material to the project under this contract.

(t) the Contractor's interface obligations with any adjoining properties, other contractors or existing works (if any);

The contract will have no any interface obligations with any adjoining properties, other contractors and or existing works, unless otherwise stated in the bill of quantities and or the prescribed scope of work under this contract.

(u) details and prices of services available onsite (if any);

Not Applicable

(v) training the Contractor is to provide to the Employer's personnel (if any);

Not Applicable

SCHEDULE 4

Schedule of Drawings

This schedule lists the Drawings.

The complete list of the Drawings is set out in the drawing register attached to this schedule as Schedule 4 - Appendix A and are referenced by drawing number, title, date and revision number, of which the latest of each prevails.

The Drawings are annexed to the Contract in **Annex B 'Drawings'**.

Schedule 4 -Appendix A

Drawings Register

S.No	Drawing Title	Revision
1	Architectural Drawings	Final, Construction Issue
2	Structural Drawings	Final, Construction Issue
3	Sanitary Drawings	Final, Construction Issue
4	Electrical Drawings	Final, Construction Issue

SCHEDULE 5**Schedule of Sections****Not Used**

This schedule lists each Section of the Works.

Each Section must be supplied, constructed, commissioned, and tested by the Contractor, ready to be Taken Over by the Employer, by the corresponding Times for Completion set out in Schedule 1 and otherwise in accordance with the Contract.

Access to the Site for each Section, is to be provided by the Employer to the Contractor by the corresponding Times for Access set out in Schedule 1.

The Sections are:

No.	Name	Description
1	[insert name] [for example: Phase XX, Road Section YY]	[insert a detailed description of the Section. Refer to relevant Drawing Numbers and also specify the extent of work to be performed before the Section will be ready to be Taken Over.] [for example: The supply, construction, commissioning, testing and completion of Phase XX, Road Section YY in accordance with the Specification, including all works required to interface adjacent road, drainage and services works, as is further detailed in Drawing Numbers [x] to [y] of the Drawings]
2	[insert name]	[insert]
3	[insert name]	[insert]
4	[insert name]	[insert]

If no Sections are listed above, then no Sections apply at the Date of the Contract.

The Employer is entitled to nominate a Section after the Date of the Contract in accordance with Sub-Clause 1.15(b) [Sections].

SCHEDULE 6

Schedule of Forms of Security

- (A) Form of Bank Guarantee for Performance
- (B) Form of Bank Guarantee for Advance Payment
- (C) Form of Parent Company Guarantee
- (D) Form of Legal Opinion

BANK GUARANTEE FOR PERFORMANCE

[On the letterhead of the Bank]

Date: **[insert]**

To: Project Manager
Modernization and Improvement of Policing Project
United Nations Office for Project Services (UNOPS)
Milap Marg, Bishalnagar, Kathmandu - 4, Nepal

Dear **[insert]**

Construction of 4 numbes of Police Buildings in Three police units in Siraha and Saptari Districts of Nepal: Construction Contract - Bank Guarantee for Performance

You entered into a contract dated **[insert date]** with **[insert]** ("**Contractor**") titled 'Construction of 4 numbes of Police Buildings in Three police units in Siraha and Saptari Districts of Nepal', Construction Contract for the Modernisation and Improvement of Policing Project for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

We, **[insert Bank]**, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to 5% of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum and will reduce to 5% of the Contract Price upon the issue of the Taking Over Certificate. This Guarantee will automatically become null and void on the issue of the Final Completion Certificate or, if a dispute arises under the Contract, after the final determination of that dispute, whichever occurs later.

Any payment by us in accordance with this Guarantee must be in immediately available and freely transferable Nepalese Rupees free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;

- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which the [**insert Bank**] has duly executed this Guarantee on the date stated above.

SIGNED by [**insert**])
as attorney for [**insert**])
under power of attorney dated)
[**insert**])
in the presence of)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
)
.....)
Address of witness)
)
.....)
Occupation of witness)

.....
By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of
attorney

Address for notices

[**insert address**]

BANK GUARANTEE FOR ADVANCE PAYMENT

[On the letterhead of the Bank]

Date: **[insert]**

To: Project Manager
Modernization and Improvement of Policing Project
United Nations Office for Project Services (UNOPS)
Milap Marg, Bishalnagar, Kathmandu-4, Nepal
United Nations Office for Project Services (UNOPS)

Dear **[insert]**

Construction of 4 numbers of Police Buildings in Three Police units in Siraha and Saptari Districts of Nepal: Construction Contract – Bank Guarantee for Advance Payment

You entered into a contract dated **[insert date]** with **[insert]** ("**Contractor**") titled 'Construction of 4 numbers of Police Buildings in Three police units in Siraha and Saptari Districts of Nepal', Construction Contract for the Modernisation and Improvement of Policing Project for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

In consideration of your paying the sum of **[insert amount]** as an advance payment to the Contractor under the Contract ("**Advance Payment**") we, **[insert Bank]**, irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding **[insert amount]** ("**Guaranteed Sum**").

This Bank Guarantee for Advanced Payment ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum. For each of the interim payments after the advance payment is made, that are made by you to the Contractor, the proportion of the Guaranteed Sum that is payable to you will be reduced by **[insert % stated in Schedule of Payments]**, thereby reflecting the amortization rate set out in the Schedule of Payments in the Contract.

This Guarantee will automatically become null and void upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Contractor.

Any payment by us to you in accordance with this Guarantee must be in immediately available and freely transferable Nepalese Rupees free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Additionally, our obligations do not require any previous notice to be given to the Contractor and do not require that any claim be made against the Contractor. Further, our obligations will not be discharged and will not be otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works performed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

IN WITNESS of which the [**insert Bank**] has duly executed this Guarantee on the date stated above.

SIGNED by [**insert**])
as attorney for [**insert**])
under power of attorney dated)
[**insert**])
in the presence of)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
)
.....)
Address of witness)
)
.....)
Occupation of witness)

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

Address for notices

[insert address]

FORM OF PARENT COMPANY GUARANTEE

[On the letterhead of the Parent Company]

Date: **[insert]**

Not Used

To: **[insert]**
[insert]
United Nations Office for Project Services (UNOPS)
(Name and address of the Employer)

Dear **[insert]**

[insert works title] Construction Contract - Parent Company Guarantee

You entered into a contract dated **[insert date]** with **[insert]** ("Contractor") titled **[insert contract title]** Construction Contract for the **[insert name of the Project]** for certain works and services ("Works") to be undertaken by the Contractor ("Contract").

The Contractor has agreed to procure the provision of a parent company guarantee ("Guarantee") from **[insert]** ("Guarantor").

The Guarantor guarantees to the Employer that the Contractor will perform, carry out, execute and discharge the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) of the Contractor in connection with the Contract.

In the event that the Contractor fails to perform, carry out, execute and discharge any of the duties, responsibilities, obligations (including any contingent obligations and any obligations to pay money) and liabilities of the Contractor in connection with the Contract ("Default/s"), the Guarantor must, on demand from the Employer:

- (a) perform, carry out and discharge in accordance with the Contract, the duties, responsibilities and obligations (including contingent obligations and obligations to pay money) the subject of the Default/s; and
- (b) indemnify the Employer with respect to all damages, losses, costs, charges and expenses suffered by the Employer with respect to the Default/s to the extent to which the Contractor is liable to the Employer and the Employer has a right of recovery against the Contractor pursuant to the Contract.

Notwithstanding any provision in this Guarantee to the contrary, the Guarantor will have the full benefit of all defences, set-offs, counterclaims, reduction, diminution or limitations of liability available to the Contractor pursuant to or arising from the Contract.

If a law requires the Guarantor to deduct:

- (a) an amount in respect of any taxes, levies, imposts, charges and duties imposed by any authority (including stamp and transaction duties) ("Taxes"); or
- (b) any interest, penalties, fines and expenses in connection with the Taxes

from a payment due under this Guarantee with the result that the Employer would not actually receive on the due date the full amount provided for under the Contract, the Guarantor must pay an additional amount so that the Employer receives from the Guarantor the full amount the Employer would have received on the due date if no deductions had been required.

The provisions of this Guarantee will remain in full force and effect, even if:

- (a) the Contract is varied, modified, changed or prematurely terminated; or
- (b) the Contractor and/or the Employer is or may be in breach of the Contract.

This Guarantee will expire on the earlier of 10 years after the date of the Taking-Over Certificate issued pursuant to the Contract or when all obligations and liabilities of the Contractor under the Contract have been carried out, completed and discharged in accordance with the Contract.

This Guarantee neither forms part of the Contract nor affects the provisions of the Contract.

The Guarantor acknowledges that the Employer is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, of which UNOPS is an integral part, which are hereby expressly reserved.

Each person executing this Guarantee states that he or she has authority to represent and bind the Guarantor.

IN WITNESS of which the [**insert Parent Company**] has duly executed this Guarantee on the date stated above.

SIGNED by [insert])
as attorney for [insert])
under power of attorney dated)
[insert])
in the presence of)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
)
.....)
Address of witness)
)
.....)
Occupation of witness)

By executing this agreement the attorney
states that the attorney has received no
notice of revocation of the power of
attorney

Address for notices

[insert address]

Form of legal opinion

Company

[insert name of company]

Documents

[insert name of documents]

Form of opinion text

On the basis of the assumptions and subject to the qualifications set out in this opinion, we are of the opinion that:

- (a) the Company is incorporated and validly existing under the laws of [insert country of incorporation] and is capable of suing and being sued in its corporate name;
- (b) the company has:
 - (i) the corporate power to enter into each Document and to observe its obligations under them; and
 - (ii) taken all corporate action required on its part to authorise the execution, delivery and observance of each document;
- (c) the obligations of the Company under each document are valid, binding and enforceable in accordance with its terms;
- (d) the execution and delivery by or on behalf of the Company of each document and the observance by the company of its obligations under them has not violated and will not contravene:
 - (i) any law in force in [insert relevant opinion country] applicable to companies or transactions generally; or
 - (ii) any stock exchange rules and regulations of [insert relevant opinion country]; or
 - (iii) its constitution;
- (e) each authorisation necessary under the laws in force in [insert relevant opinion country] applicable to companies generally for the company to enter into each Document and observe obligations under them has been obtained;
- (f) the Documents are in proper form for enforcement in the appropriate courts of [insert relevant opinion country];

- (g) claims against the Company under each document will rank at least equally with the claims of all its unsecured and unsubordinated creditors (other than creditors mandatorily preferred by law);
- (h) the Company does not enjoy any immunity from suit in [*insert relevant opinion country*] nor are its assets exempt from execution;

SCHEDULE 7

Schedule of Contract Price

Contract Price

The Contract Price shall be agreed or determined under Sub-Clause 12.3 [*Evaluation*] and shall be subject to adjustments only in accordance with the Contract.

1. Accepted Contract Amount

The Accepted Contract Amount is [to be inserted amount in figures and words later].

2. Bill of Quantities

A detailed breakdown of the Contract Price is set out in the "Bill of Quantities" in Schedule 7 - Appendix A.

"The rates and prices inserted in the Bill of Quantities, shall be deemed to include amounts to cover the contingency of rises and falls in the cost of labour, Goods and other inputs to the Works"

The quantities, rates and prices in the Bill of Quantities may also be used when determining the value of Variations, only to the extent that the description and scope of such rates and prices are directly comparable to the scope of the Variation, and there are no existing comparable rates or prices in the Schedule of Rates for Variations.

Where a price or rate for an item listed in the Bill of Quantities is not priced, such price or rate is deemed to be included in other rates or prices contained in the Bill of Quantities.

3. Provisional Sum Items

Refer to BoQ and Specifications.

4. Schedule of Rates for Variations

The rates for the purposes of valuing Variations are set out in the Schedule of Rates for Variations in Schedule 7 - Appendix B.

The rates set out in the Schedule of Rates are fixed for the duration of the Contract and are not subject to escalation or adjustment for rises or falls in the cost of labour, goods, material and other inputs to the Works. The rates set out in the Schedule of Rates also include provision for Contractor's overheads and profit.

Where the scope of any Variation is not directly comparable to the rates and descriptions included in the Schedule of Rates, the value of a Variation may be determined by:

- using rates provided in the Bill of Quantities which, in the opinion of the Employer's Representative, are directly comparable to the descriptions of the Variation works ; or
- if, in the opinion of the Employer's Representative, no directly comparable rates exist in the Schedule of Rates or the Bill of Quantities, the Employer's Representative shall determine a fair and reasonable valuation.

5. Schedule of Daywork Rates

The Dayworks Rates are set out in the Schedule of Dayworks Rates in Schedule 7 - Appendix C.

The Dayworks Rates are fixed for the duration of the Contract and are not subject to escalation or adjustment for rises or falls in the cost of labour, Goods, material and other inputs to the Works. The Dayworks Rates also include provision for Contractor's overheads and profit.

6. Adjustments for Changes in Cost

"The Contract Price will not be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works"

Schedule 7 - Appendix A

BILL OF QUANTITIES

The Bill of Quantities is provided in the Contract in **Annex C “Bill of Quantities”**

Schedule 7 - Appendix B

SCHEDULE OF VARIATION RATES

Not Used

Schedule 7 - Appendix C

SCHEDULE OF DAYWORK RATES

Not Used

SCHEDULE 8

Schedule of Payments

1. Advance Payment

The advance payment will be divided in two parts: 10% will be paid as soon as i) performance bank guarantee is submitted; ii) the contract agreement is signed) and iii) unconditional advance payment guarantee is submitted. The second part of 10% will only be paid when the site mobilization is completed, in particular when Contractor's office, camp, store are completed, all necessary equipment and tools for layout are managed and Insurance policies are in place as stipulated in the Contract.

The Employer will deduct 30% from the interim payments certified by the Employer until the advance payment amount is repaid in accordance with Sub-Clause 14.2 [Advance Payment].

2. Applications for Interim Payments

Monthly Interim Payments

On the 7th day of each month (or as otherwise agreed by us) the Contractor must submit an Application for Interim Payment in accordance with Sub-Clause 14.3.

3. Plant and Materials listed for payment when delivered to the Site

The following plant and materials are designated as to paid on delivery to the site:

Not Applicable

4. Plant and Materials listed for payment when shipped to the Country

The following plant and materials are designated as to paid when shipped to the Country:

Not Used

SCHEDULE 9

Schedule of Programme

- (A) Approved Preliminary Programme
- (B) Milestone Dates
- (C) Contract Programme Requirements

(A). Approved Preliminary Programme

The Approved Preliminary Programme is attached to this Schedule and set out immediately after this page.

[insert the Approved Preliminary Programme]

(B). Milestone Dates

The Contractor must complete the following Milestones by the corresponding Milestone Dates:

No.	Milestone	Milestone Date
1	Completion of construction activities up to plinth level	[insert date]
2	Completion of RCC frame and slab works	[insert date]
3	Completion of masonry works	[insert date]
4	Completion of electrical, plumbing and other service activities	[insert date]
5	Finishing and Handover	[insert date]

If no Milestones are listed above, then no Milestones apply and the Contractor must still complete the whole of the Works by the Time for Completion.

(C). Contract Programme Requirements

Note: this section is to set out the programme requirements consistent with the general conditions.

Within 14 days after the Date of the Contract, the Contractor must submit to the Employer's Representative a draft Contract Programme incorporating all timing requirements of the Contract, in accordance with Sub-Clause 8.3 of the General Conditions and in coordination with the Returnable Schedules of the RFP. Upon approval and certification by the Employer's Representative, the draft Contract Programme, or resubmission thereof, will become the Contract Programme.

The draft Contract Programme must be in such form and detail as the Employer's Representative requires and shall contain as a minimum:

- (a) the order in which the Contractor proposes to carry out the Works;
- (b) the time limits within which submission of any Contractor's Documents are required under the Contract; and
- (c) all other requirements specified in this Schedule 9 Section (C) "Programme Requirements".

The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works. For this purpose, with the exception of approval cycles and the procurement of material, no activity can have a duration of more than 28 days.

The Contract Programme shall be resource loaded and include material, plant and labour. The labour resource assignment shall be further broken down to clearly identify types (trade and/or discipline) and number of resources allocated to an activity.

The Contract Programme must include a detailed CPM logic linked network with activity durations and resource allocations. Negative lags and/or SF (start – finish) relationships are not to be used in developing the Contract Programme.

The Contract Programme will be prepared in electronic format using a recognised computer programme or as otherwise directed by the Employer's Representative.

The Contract Programme will be coded as such to identify the work packages within the scope of work and each ID will be in a format approved by the Employer's Representative. Additionally, the Contract Programme will also identify the life-cycle phases of the work to be carried out i.e. Design, Procurement, Construction, Commissioning & Handover.

The Contract Programme must be accompanied by and/or detail:

- (a) a programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;

- (b) a general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works;
- (c) the critical path for the Works and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity;
- (d) Details, and durations on Site, of the resources proposed to achieve the Contract Programme;
- (e) A manpower (resource) histogram detailing cumulative and monthly volumes by trade for the duration of the Works;
- (f) A detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor may be entitled under the Contract;
- (g) An overall planned performance monetary s-curve based upon the approved Contract Programme; and
- (h) A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for any fabrication and delivery of manufactured products and samples. The interdependence of design, procurement and construction activities must be included in this schedule.

SUBMISSIONS

All programme submissions by the Contractor are to include:

- 3 coloured hard copies, plus
- 1 full copy in native electronic format on CD.

CALENDARS

All programmes shall be developed using appropriate calendars that reflect the intended method of working, public holidays, etc. The standard calendars to be used are:

- Calendar 1 – Eight (8) hour day, Five (5) day work week, and Saturday and Sunday non-working days and include public holidays. The start day for the calendar is Monday. This calendar should generally be applied to all non-construction activities related to design, procurement, government and/or other approvals, etc.
- Calendar 2 – Ten (10) hour day, Six (6) day work week, Saturday non-working day and include public holidays. The start day for the calendar is Sunday respectively. This calendar will be applied to a majority of construction activities.

All other non- standard calendars that need to be used to reflect the intended method of work are to be identified and highlighted in any programme submission and will be subject to the Employer's Representative's approval.]

SCHEDULE 10

Schedule of Key Personnel

The Contractor's Key Personnel for the Project are:

No.	Position Description	Name
1	[insert position description] [for example: Contract Manager, Safety Manager, Quality control Manager, Environmental Manager, Site Manager, Site Foreman.]	[insert name]
2	[insert position description]	[insert name]
3	[insert position description]	[insert name]
4	[insert position description]	[insert name]
5	[insert position description]	[insert name]
6	[insert position description]	[insert name]
7	[insert position description]	[insert name]
8	[insert position description]	[insert name]
9	[insert position description]	[insert name]
10	[insert position description]	[insert name]

If there is a position stated in this Schedule but no person is named in that particular role, then the Contractor shall obtain the Employer's Representative's approval before appointing a person to fill that role.

SCHEDULE 11

Schedule of Forms of Collateral Warranty

Not Used

SCHEDULE 12

Schedule of Form of Subcontractor Side Agreement

Not Applicable

SCHEDULE 13

Schedule of Forms of Certificates

- (A) Form of Interim Payment Certificate
- (B) Form of Final Payment Certificate
- (C) Form of Taking Over Certificate
- (D) Form of Final Completion Certificate
- (E) Form of Discharge

(A) FORM OF INTERIM PAYMENT CERTIFICATE

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

INTERIM PAYMENT CERTIFICATE

Dear [insert]

**Construction of 4 numbers of Police Buildings in Three Police units in Siraha and Saptari Districts of Nepal.
Modernization and Improvement of Policing Project**

This Interim Payment Certificate is issued pursuant to Clause 14.6 of the Contract.

Date of Statement applying for an Interim Payment Certificate:

Total amount claimed in the Statement: NPR

Value of the Works executed (measured in accordance with the Schedule of Contract Price) and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in Sub-Clause 14.3(b)(ii) to (vi)); NPR

The achievement of the Milestones (if any) set out in the Schedule of Contract Price in the amounts specified therein; Not Applicable

Amount to be deducted for retention, calculated by applying the percentage of retention stated in the Details to the total of the above amounts until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Details; NPR

Amounts to be deducted for advance payment and repayments in accordance with Sub-Clause 14.2 [Advance Payments]; NPR

Amount to be added for Plant and Materials in accordance with Clause 14.5 [Plant and Materials intended for the Works]; Not Applicable

Amount to be deducted for Plant and Materials in accordance with Clause 14.5 [Plant and Materials intended for the Works]; Not Applicable

Amount to be deducted for all prior payments made by the Employer to the Contractor: NPR

Any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [*Claims, Disputes and Arbitration*]: NPR

Total of the amount due for payment to [the Contractor by the Employer][the Employer by the Contractor]: NPR

Yours sincerely

.....
[insert]

Employer's Representative

(B) FORM OF FINAL PAYMENT CERTIFICATE

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

FINAL PAYMENT CERTIFICATE

Dear [insert]

**Construction of 4 numbers of Police Buildings in Three police units in Siraha and Saptari Districts of Nepal.
Modernization and Improvement of Policing Project**

This Final Payment Certificate is issued pursuant to Clause 14.13 of the Contract.

Date of Final Statement applying for a Final Payment Certificate:

Total amount claimed in the Final Statement: NPR

Value of all work done in accordance with Contract: NPR

Any additional amount that the Contractor is entitled to under the Contract: NPR

Amount to be deducted for all prior payments made by the Employer to the Contractor: NPR

Total of the amount due for payment to [the Contractor by the Employer][the Employer by the Contractor]: NPR

Yours sincerely

.....
[insert]

Employer's Representative

(C) FORM OF TAKING-OVER CERTIFICATE

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

TAKING-OVER CERTIFICATE

Dear **[insert]**

**Construction of 4 numbers of Police Buildings in Three Police units in Siraha and Saptari Districts of Nepal.
Modernization and Improvement of Policing Project**

We refer to Clause 10.1 of the Contract.

We advise you that on **[insert date]** the Works, or a Section or part of the Works as specified below, were completed to a stage ready to be Taken Over by the Employer in accordance with the Contract.

The works to which this Taking-Over Certificate relates are:	
--	--

By signing this Taking-Over Certificate, the Employer acknowledges and accepts that the Works, or the Section or part of the Works specified above, were completed, including the matters described in Clause 8.2 [*Time for Completion*], and Taken Over by the Employer in accordance with the Contract on **[insert date]**.

This Taking-Over Certificate is executed by an official representative duly authorised to bind the Employer.

This Taking-Over Certificate does not relieve you from any of your unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law, including the remedying of all defects.

Yours sincerely

.....

[insert]

Employer's Representative

(D) FORM OF FINAL COMPLETION CERTIFICATE

[ON UNOPS' LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

FINAL COMPLETION CERTIFICATE

Dear **[insert]**

**Construction of 4 numbers of Police Buildings in Three Police units in Siraha and Saptari Districts of Nepal.
Modernization and Improvement of Policing Project**

We refer to Sub-Clause 11.9 of the Contract.

We advise that on **[insert date]** you have completed your obligations under the Contract to a stage ready for the Final Completion Certificate to be issued by the Employer in accordance with the Contract.

By signing this Final Completion Certificate, the Employer acknowledges and accepts that your obligations under the Contract have been completed to a stage ready for the Final Completion Certificate to be issued by the Employer and the last Defect Notification Period has expired.

This Final Completion Certificate is executed by an official representative duly authorised to bind the Employer.

This Final Completion Certificate does not relieve you from any of its unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law.

Yours sincerely

.....
[insert]

Employer's Representative

(E) FORM OF DISCHARGE

[ON CONTRACTOR'S LETTERHEAD]

[insert Date]

Employer's Representative
[Address]

DISCHARGE

Dear [insert]

**Construction of 4 numbers of Police Buildings in Three Police Units in Siraha and Saptari Districts of Nepal.
Modernization and Improvement of Policing Project**

We refer to Sub-Clause 14.12 [*Discharge*] of the Contract.

The Contractor warrants that it has lodged with the Employer all claims that it has which arise out of or in connection with the Contract in relation to all works and services performed in connection with the Contract and those claims have been satisfied in full by the Employer.

The Contractor releases the Employer from all claims, actions, suits and demands which it presently has or which might in the future arise out of or in connection with the Contract or the works and services performed in connection with the Contract other than claims, actions, suits and demands made by third parties.

The Contractor acknowledges that the Employer will make the Final Payment pursuant to Clause 14.13 [*Issue of Final Payment Certificate*] of the Contract and that such payment will be made in reliance on the warranties and releases contained in this Discharge.

This Discharge is executed by an official representative duly authorised to bind the Contractor.

Yours sincerely

.....
[insert]

Contractor's Representative

SCHEDULE 14

CONTRACTOR INSURANCES

1. Construction All Risks Insurance/Third Party Liability Insurance

1.1

Scope of cover

- (a) All risks of physical loss or damage from any cause not excluded, in relation to all property and interest of every description used for and intended for incorporation in the Works relating to design, engineering, development, procurement, fabrication, construction, erection, installation, rehabilitation, upgrading, completion, supply, testing, commissioning, recommissioning or ownership of the Works.
- (b) Indemnity in respect of legal liability of the insured parties to third parties for or arising from:
 - (i) bodily injury, illness, death;
 - (ii) physical loss or damage to the property; and
 - (iii) interference, trespass, loss of amenities, nuisance, infringement, obstruction,arising out of or in connection with the design, engineering, development, procurement, fabrication, construction, erection, installation, rehabilitation, operating, completion, testing, commissioning, supply of products, recommissioning and ownership of the Works.

1.2

Insured parties

- (a) the Employer;
 - (b) the Contractor and subcontractors;
- each for their respective rights and interests.

1.3

Term

From the Date of the Contract to the issue of the Final Completion Certificate

1.4

Limit of Indemnity

- a. Contract Works – Full Estimated Contract Value
- b. Third Party Liability – [insert] any one occurrence

1.5

Level of Deductible

Major Perils/Testing and Commissioning [insert]
Others/Underground Services [insert]
Third Party Property Damage [insert]
Body injury to, illness or death of a third party [insert]

1.6

Policy Jurisdiction

Worldwide

2. Marine Cargo Insurance

2.1

Scope of cover

All risk of loss, destruction or damage as per the Institute Cargo Clauses, to property and interests of every description for all transits by sea, air or land for all goods intended for the Works where such items are carried for the accounts and interests of the insured. From risk attachment during loading at factory premises to site including off-site storage other than where covered under the Construction All Risk Insurance.

2.2

Insured parties

- (a) the Employer;

- (b) the Contractor and subcontractors;
each for their respective rights and interests.

2.3

Term

From the Date of the Contract to the issue of the Final Completion Certificate.

2.4

Limit of Indemnity

New replacement value plus 10%

2.5

Level of Deductible

[insert]

3. Workman's Compensation/Employer's Liability Insurance

3.1

Limit of Indemnity

No less than [insert] for any one incident an [insert] in the aggregate or as otherwise required by Law.

3.2

Term

[insert]

4. Contractor's Plant and Equipment Insurance (including plant and equipment required for operational activities and temporary buildings (e.g. labour camps))

4.1

Limit of Indemnity

The replacement value of the Contractor's Plant and Equipment.

4.2

Term

[insert]

5. Motor Insurance

5.1

Limit of Indemnity

Third party property damage minimum [insert].

5.2

Term

[insert]

6. Professional Indemnity Insurance

6.1

Scope of cover

Indemnify the Contractor against any liability of the Contractor (and its subcontractors/subconsultants) as a result of any negligent act, error or omission in carrying out of professional activities and duties in connection with the Works (including the costs of redesign, reconstruction, rectification or any other liability the Contractor may have to the Employer as a result of such negligent act, error or omission).

6.2

Insured parties

The Contractor (and its subcontractors/subcontractors undertaking professional activities).

6.3

Term

From the Date of the Contract until the date 10 years from the issue of the Final Completion Certificate.

6.4

Limit of Indemnity

[*insert*] any one claim, [*insert*] in the aggregate

SCHEDULE 15

Schedule of Permitted Subcontractors

Not Applicable

SCHEDULE 16

Schedule of Nominated Subcontractors

Not Applicable

SCHEDULE 17

Schedule of Auxiliary Works

Not Used

SCHEDULE 18

SCHEDULE OF HEALTH AND SAFETY REQUIREMENTS

In addition to the Contractor's general health and safety obligations described in the General Conditions, the Contractor must comply with health and safety requirements, policies, procedures, guidelines and other documents referred to in this Schedule.

The UNOPS Health and Safety Procedures and Guidelines are depicted as **Annex D**

SCHEDULE 19

SCHEDULE OF ENVIRONMENTAL REQUIREMENTS

In addition to the Contractor's general environmental obligations described in the General Conditions, the Contractor must comply with the environmental policies, procedures, guidelines and other documents referred to in this Schedule.

The UNOPS Environmental Procedures and Guidelines are depicted as **Annex E**



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