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| 1. **QUANTITIES**  Although practical care was exercised in preparing the BOQ, all quantities given herein shall be deemed to be estimated quantities of the work to be done. They are not to be taken as actual and correct quantities of the work to be executed and they do not absolve the contractor of his obligations under the Contract. At any time, the actual quantities increase or decrease, hence, it is understood that the actual quantities increase, or decrease is expected risk and no claim whatsoever will be taken into consideration for extra cost in that respect by employer. Any claim whatsoever submitted for cost or extra expenses incurred from such increase or decrease will not be accepted by Employer/Engineer except where else stipulated in the Contract.  **2. MATERIALS** All materials used are to be of the best new available and subject to the Employer/Engineer approval, guaranteed, immutable and manufactured according to applicable Standards. Execution also is subject to approval of Employer/Engineer and shall be the best available common practice in engineering codes at the time of execution. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose such as instruments, machines, labor and materials. The cost of materials consumed in tests shall be borne by the Contractor. Storage and safe custody of material shall be the responsibility of the contractor and at places approved by the engineer-in-charge.  Items that contain materials or products of special make with names of manufacturers are to be taken as samples of what will be required. Subject to the Employer/Engineer approval, the Contractor may, at his discretion, offer similar products of other make if the equivalent quality of the specified materials is guaranteed. In this case, the Contractor shall submit a description and/or drawing showing all technical conditions, characteristics, make, type and address of Manufacturer … etc., of the materials offered as alternatives. The Employer/Engineer shall have authority to reject work which does not conform to the Contract Documents. EXAMINATION OF WORK BEFORE COVERING UP  No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and  advises the Contractor accordingly to attend for the purpose of examining and measuring such work or of examining such foundations.    **3. PRICES AND CURRENCY**  The prices given, by the Contract, hereunder in the BOQ shall be in United States Dollars or ILS. Furthermore, inflation and escalation or changes whatsoever shall not be subject of claim later on.   The Unit Prices entered against the various items in the following Bill of Quantities include all operation costs for execution, completion and maintenance of the various items of the works finished completely in every respect till the final acceptance as specified or described in the Tender Documents, with or without modifications, either by way of additions or deductions, or alterations as may be offered in writing during the progress of the works, and include, without being limited to, all what is deemed necessary particularly referred to in the Tender Documents.   The Unit Price shall cover all costs of every kind whatsoever including, without being limited to, all charges for additional site installations, relocation, supervision, labor, transportation and supply of materials; the provision, maintenance, use and efficient repair of all plant, equipment and appliance of every kind, the construction and maintenance of all temporary works, the performance of all services and the fulfillment of all obligations and responsibilities herein defined.   The Tenderer shall be deemed to have fully considered all the conditions, obligations, and requirements of the Tender Documents before entering the respective unit price against the various items of the Bill of Quantities.   The Unit Prices given hereunder the BOQ shall also include erection, installation, fixing, and re-fixing of all elements. These prices shall also include taxes, visa for labor, gate passes, accommodations for the Contractor’s staff and labors, all required insurance and work permits, guarantees, bonds, traffic plan requirements, safety procedures, etc. and all requirements necessary to have the work maintained until its final handing over.   The Unit Prices given hereunder in the Bill of Quantity for this work shall also include overheads, risks, profit etc. and all other financial matters to have all these civil works completed.   The works, materials or activities listed in the following shall always be considered as supportive works to be included in the Unit Prices bid for any item in the Bill of Quantities:  • Any measurement for execution and payment of the works, including the provision of measuring instruments, gauges, setting out marks, marking paint and relevant tools, labor, etc., the maintenance and preservation of gauges and setting-out marks during the execution of the works.  • Provision of small tackle tools or any other equipment required for the execution of the works.  • Supply of consumable materials for the Contractor’s equipment.  • Removal of all contamination (refuse, debris, building rubbish and the like) arising from or in connection with the Contractor’s work to locations approved by the engineers  • Protection of the executed works and of the items made available for execution of the works from damage, fire, inclement weather, vandalism and theft etc., until the time of final acceptance.  • Transportation of all materials and structural components from the storage places on site to the points of use and return transportation, if required.  • Submitting and transporting any samples required. • Carrying out tests on materials and works, etc., that is required by the Engineer. • Fuel and lubricants for operation of Contractor’s equipment. • All safety precautions and measures for safeguarding labor as well as securing surrounding areas. • Lighting of the work site.  • Maintenance, repair or reconstruct damaged infrastructure resulted by contractor’s activities   **4. RIGHTS OF UNFPA**  The following rights are reserved to UNFPA:  • To omit individual items mentioned in the Schedule of Prices if not required in the opinion of UNFPA and/or to replace them should it be more advantageous to execute them in another way.  • To order execution of alternative or provisional items as if they were main items.  • To order execution of additional works as well as alternatives of works, always in conformity with the conditions outlined in the Contract.  Any order and/or delivery of material or equipment by the Contractor for performance of the works may only be based on instructions and/or approved execution drawings by UNFPA/Engineer.   All equipment and materials for installation and finishing works to be incorporated in this contract shall prior to ordering and/or delivery by the Contractor, be approved by UNFPA/Engineer both in respect of quality and type as well as of quantity.   **5. SITE ACCESS AND STORAGE**  The Tenderer shall visit all sites and ascertain the location of required access onto these sites and the location of allowance for complying with the requirements and for the reinstatement to original condition of all roads and areas used or disturbed by the Contractor to the satisfaction of the Engineer.    **6. SITE INSTALLATION**  All costs of labor, works, provisions, materials and equipment for Site Installations required by the Contractor and stipulated in the Tender Documents shall be included in the various unit prices of the Bill of Quantities. No extra payment will be allowed by UNFPA for any of these activities.      **7. DURATION**  The total duration of the contract is (4) calendar months including weekends, holidays and official holidays. Official weekends are Fridays and Saturdays.  **8. General CONTRACTOR’S OBLIGATIONS:**  • The Contractor has to submit Detailed Shop Drawings to be approved by the Engineer before commencement of the work, and all required materials should be supplied as specified and subject to the Engineer approval.  • The Contractor has to fix the underground services that may be damaged during his work.  • All works has to be done according to the Engineer's instructions, Drawings and specification. • The Contractor has to repair any damages of any services at full satisfaction of relevant Service Authority  • The contractor has to test on his own expenses, the sub-grade CBR before commencement of work, In case the CBR value less than 15%, then soil replacement should be applied.  • Price will include costs of removing and/or relocating of all obstacles such as debris, garbage, trees and existing services in addition to the required materials necessary for work completion according to engineer's instructions and specifications. • From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.  • The contractor will have to make their own arrangement for facilitating movement of labor and materials to work site and back. • The contractor shall provide and maintain at his own expenses fencing and safety signs when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public. • If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the UNFPA shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.  **9. Measurement method/field measurements:.** For all activities mentioned in items shall be measured by accurate field measurement with deduct all voids or opening as a net volume or area without any exceptions. |
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