



**REQUEST FOR QUOTATION (RFQ)
FOR RENOVATION OF GURKHA GUARDS ACCOMMODATION**

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| NAME & ADDRESS OF FIRM: _____ _____ _____ | DATE: 12 June 2011 |
| | REFERENCE: RFQ No.UNDPAFG-2011-0130 – Renovation of Gurkha Guards accommodation |

Dear Sir / Madam:

You are kindly requested to submit your quotation for renovation of Gurkha Guards accommodations in Kabul as per the attached Bill of Quantity (BoQ) and the floor plan known as Annex A.

Your quotation should be submitted to UNDP secure email address Bids.af@undp.org or in sealed envelope(s) to the following address no later than **19 June 2011 at 10:00 hrs. (Kabul time)**:

**UNDP Country Office
Procurement Unit
Shah Mahmood Ghazi Watt,
Kabul - Afghanistan**

The Site visit will be held on 15 June 2011 at 10:00 hours (Kabul time) at UNDP CO, Kabul. Interested firms are encouraged to attend.

| CONDITIONS | |
|---|--|
| Bill of Quantity (BoQ) | See Annex A |
| Price Schedule | See Annex B |
| General Terms and Conditions for Civil Works | See Annex C |
| Submission Closing Date: Closing Time: | 19 th June 2011 Before 10:00 AM Kabul local Time. Late offer will be rejected. |
| Reception of the quotations/ Submission Procedure: | Sealed envelopes to: UNDP COUNTRY OFFICE |

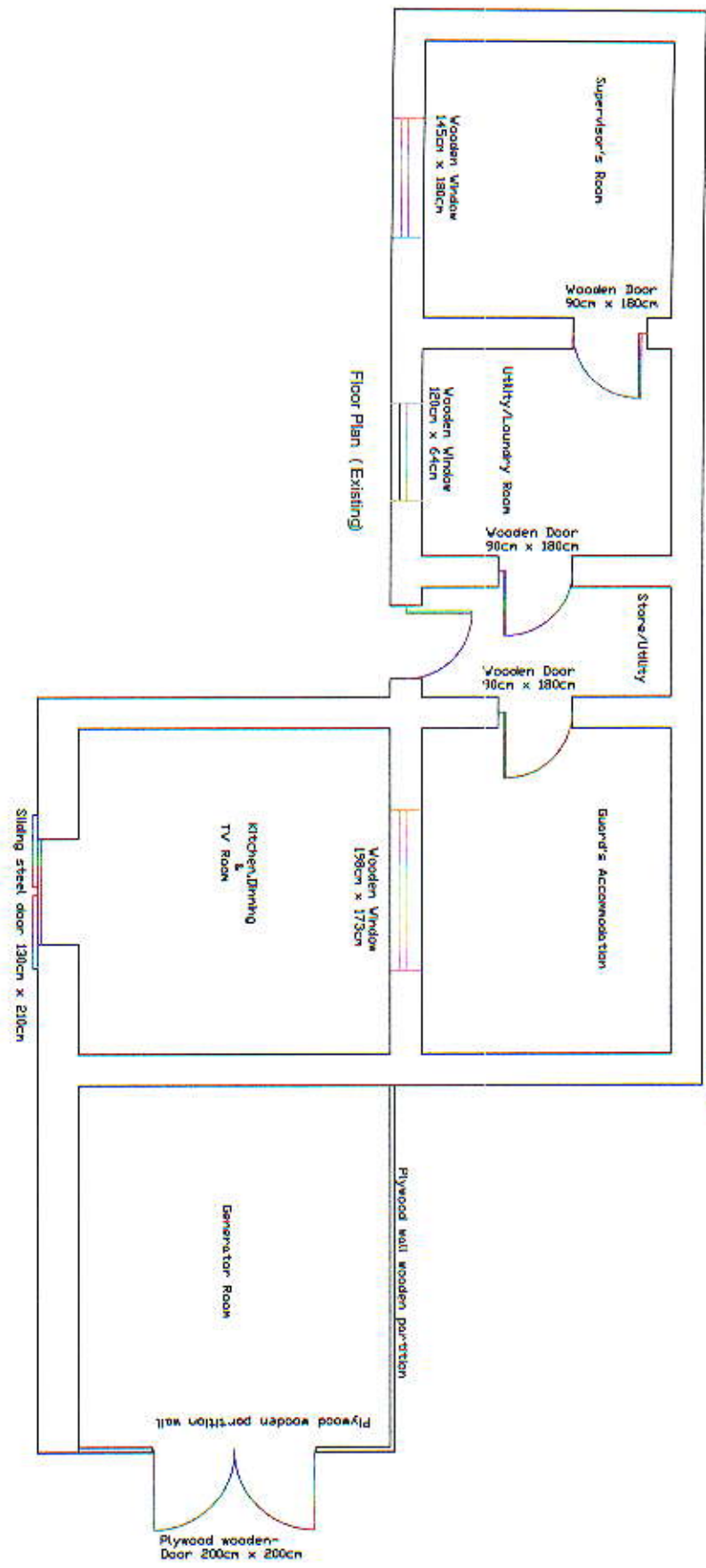
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|---|---|
| | <p>Shah Mahmood Ghazi Watt Kabul, Afghanistan Quote to be submitted in a sealed envelope marked clearly with RFQ reference /Tender Name/Closing Date or by Email to the following email address: Bids.af@undp.org</p> |
| Taxes: | Exclusive of all Local and National Taxes |
| Delivery terms: | As per the work plan |
| Mode of Delivery: | Immediately |
| Payment Terms | Within 30 days after receiving of the invoice & satisfactory delivery of works |
| Validity of Quotation | ■ 60 DAYS |
| Preliminary Examination - Completeness of quotation. | Partial quotations not allowed |
| Administrative requirements | <p>Your quotations will be considered upon the provision with this RFQ the following, failure in providing the requested documents may constitute grounds for disqualification of the quotations: Please provide Company's Profile & valid trade license</p> <p>Note: After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."</p> |
| Evaluation Criteria | <ol style="list-style-type: none"> 1. Completeness of quotation 2. Completeness of Administrative documents 3. Compliance with BoQ. <p>For this purpose, please provide copy of past performance report, list of reference for the works provided to other agencies.</p> <p>Failure to do so will result automatically in the rejection of your quotation as the evaluation committee won't have grounds to assess if the service offered is technically compliant.</p> <p>The works should be clearly stated in the price schedule or the quotation will be rejected based on the lack of technical information.</p> |
| Warranty | Nil |
| Delivery deadline | As per the work plan |
| Liquidated damages for delay: | If the firm fails to deliver any or all of the works or perform any of the works within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of 0.5% per week of the value of the Contract up to a period of 8 weeks. Hereafter UNDP AFGHANISTAN has the right to cancel the order. |
| Others: | N/A |
| <p>Language: All documentation, including installation and operating manuals shall be in: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others</p> | |

**ANNEX A – BILL OF QUANTITY – FOR RENOVATION OF GURKHA GUARD
ACCOMMODATION IN KABUL**

| No. | Item | Unit | Quantity |
|-----|---|------|----------|
| | General: | | |
| 1 | Removal of existing 25 m ² mud roof (store/utility room & Guards accommodation) and 22m ² steel roof with iron sheet (Kitchen), this job include transportation of unnecessary materials out of the compound. | Ls | 1 |
| 2 | Removal of existing steel door of the proposed kitchen (130 x 210)cm. | Ls | 1 |
| 3 | Scratching of existing Mud -straw plaster from the walls of (store/utility room & Guards accommodation) | Sqm | 80 |
| 4 | Roofing withTaaq (Zarba), roofing of steel girders and kilned bricks (store/utility room, Guards accommodation, new toilets and kitchen), best quality steel and kilned bricks, this job also include one layer Izogam (5mm) as well as 3 cm concrete mortar under the Izogam and 3cm on the Izogam, including supply and installation of vertical gutters. | Sqm | 60 |
| 5 | Cement-sand plaster of 1:4 mix proportion of the toilet and kitchen walls and ceiling | Sqm | 90 |
| 6 | Exterior painting (weather shield), 2 coats, this job include all preparatory works before painting. | Sqm | 130 |
| 7 | Mud straw: mud straw plastering of the roof (Supervisor's room & utility/laundry room) and walls of (store/utility & Guards accommodation), the plaster to be not less than 3cm thick, this job also include leveling of the roof for easy discharge of rainwater. | Sqm | 110 |
| 8 | Carpentry: Repairing work to the existing doors and windows, This job include repairing work to the wooden frames and panels as well as supply and installation of all accessories and oil painting. | Sqm | 16 |
| 9 | Repairing work of the existing wooden ceiling (Supervisor's room) this job include 2 coat painting of the wood surface. | Sqm | 13 |
| 10 | Carpentry: Supply and installation of doors and windows, best quality Khar wood, this job include all accessories and painting, complete in all aspects. | Sqm | 10 |
| 11 | Repairing work to the existing marble floor and skirting of utility/laundry room | Sqm | 6 |
| 12 | Internal painting of the walls and ceiling with 2 coats Plastic paint, this job include all preparatory work before the painting | Sqm | 284 |
| 13 | Brick works for raising the floor height of store room, Guards room and kitchen as well as creation of new toile/bath, and upgrading of Generator room, best quality kilned bricks with cement mortar ratio 1:4, including two side cement plaster, Clean sand and best mark Cement. | Sqm | 17 |
| 14 | Gypsum-Clay plaster to the walls and ceiling of store/utility room and guards accommodation | Sqm | 80 |
| 15 | Ceramic tiles for kitchen and toilet floor and walls and 30 cm skirting | Sqm | 60 |
| 16 | Water Supply: Supply water from the water source inside the compound to the toilet and kitchen as per attached floor plan, this job include supply and installation of 1000 liters plastic water tank, its connection to the toilet and kitchen, PVC, CPVC pipes, Elbows, Tees and all other required fitting, complete in all aspects. | LS | 1 |

| | | | |
|----|---|-----|---|
| 17 | Electricity: Repairing work to the existing electricity system of the attached floor plan, this job include repairing work to the all existing wiring system, installation of lumps, circuit breakers, switches, sockets and other, complete in all aspects. As per attached floor plan this job also includes new electricity system for the new toilet. | LS | 1 |
| 18 | Supply and installation of Air Conditioners (AC), best quality, 18000 Btu/hour. | No | 2 |
| | Kitchen: | | |
| 19 | Kitchen table 2.5m length including supply and installation of sink and stove, as per drawing. | Ls | 1 |
| 20 | Supply and installation of ceramic sink best quality including all fittings. | No | 1 |
| 21 | Supply of Dining table with chairs for 6 persons, best quality | No | 1 |
| 22 | Refrigerator for the kitchen, two doors, best quality | No | 1 |
| 23 | Supply and installation of best quality ceiling fan. | No | 1 |
| | Toilet: | | |
| 24 | Excavation of foundation. | Cum | 3 |
| 25 | Stone masonry in foundation and up the ground level with 1:4 cement-sand mortar | Cum | 4 |
| 26 | Supply and installation of ceramic sink best quality including all fittings, mirror and soap holder, towel rack, | No | 1 |
| 27 | Supply and installation of ceramic commode, best quality, and this job include all fittings and connection to the septic tank, including toilet paper holder. | No | 1 |
| 28 | Supply and installation of best quality shower including all fittings and clod and Hot water mixer, complete in all aspects. | No | 1 |
| 29 | Site cleaning: Remove and transport all Unnecessary material from the rooms and around the building and make the site smooth and clean | Ls | 1 |

Floor Plan (Existing)



ANNEX B – PRICE SCHEDULE

Part A: Price Schedule

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the bids. UNDP shall have the right to order the works/service at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. Prices should be provided in USD, UN exchange rate will be automatically applied in order to compare the quotations received in other currency(s).

ADVANCE PAYMENT:

The Financial Regulations and Rules of UNDP preclude advance payments or payments by Letters of Credit. Such provisions will be prejudicial to its evaluation by UNDP. The normal payment terms of UNDP are 30 days upon satisfactory completion of goods and acceptance thereof by UNDP.

| No. | Item | Unit | Quantity | Unit Cost (USD) | Unit Cost (USD) |
|----------------|---|------|----------|--------------------|--------------------|
| General | | | | | |
| 1 | Removal of existing 25 m2 mud roof (store/utility room & Guards accommodation) and 22m2 steel roof with iron sheet (Kitchen), this job include transportation of unnecessary materials out of the compound. | Ls | 1 | | |
| 2 | Removal of existing steel door of the proposed kitchen (130 x 210)cm. | Ls | 1 | | |
| 3 | Scratching of existing Mud -straw plaster from the walls of (store/utility room & Guards accommodation) | Sqm | 80 | | |
| 4 | Roofing withTaaq (Zarba), roofing of steel girders and kilned bricks (store/utility room, Guards accommodation, new toilets and kitchen), best quality steel and kilned bricks, this job also include one layer Izogam (5mm) as well as 3 cm concrete mortar under the Izogam and 3cm on the Izogam, including supply and installation of vertical gutters. | Sqm | 60 | | |
| 5 | Cement-sand plaster of 1:4 mix proportion of the toilet and kitchen walls and ceiling | Sqm | 90 | | |
| 6 | Exterior painting (weather shield), 2 coats, this job include all preparatory works before painting. | Sqm | 130 | | |
| 7 | Mud straw: mud straw plastering of the roof (Supervisor's room & utility/laundry room) and walls of (store/utility & Guards accommodation), the plaster to be not less than 3cm thick, this job also include leveling of the roof for easy discharge | Sqm | 110 | | |

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| | of rainwater. | | | | |
| 8 | Carpentry: Repairing work to the existing doors and windows, This job include repairing work to the wooden frames and panels as well as supply and installation of all accessories and oil painting. | Sqm | 16 | | |
| 9 | Repairing work of the existing wooden ceiling (Supervisor's room) this job include 2 coat painting of the wood surface. | Sqm | 13 | | |
| 10 | Carpentry: Supply and installation of doors and windows, best quality Khar wood, this job include all accessories and painting, complete in all aspects. | Sqm | 10 | | |
| 11 | Repairing work to the existing marble floor and skirting of utility/laundry room | Sqm | 6 | | |
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| 13 | Brick works for raising the floor height of store room, Guards room and kitchen as well as creation of new toile/bath, and upgrading of Generator room, best quality kilned bricks with cement mortar ratio 1:4, including two side cement plaster, Clean sand and best mark Cement. | Sqm | 17 | | |
| 14 | Gypsum-Clay plaster to the walls and ceiling of store/utility room and guards accommodation | Sqm | 80 | | |
| 15 | Ceramic tiles for kitchen and toilet floor and walls and 30 cm skirting | Sqm | 60 | | |
| 16 | Water Supply: Supply water from the water source inside the compound to the toilet and kitchen as per attached floor plan, this job include supply and installation of 1000 liters plastic water tank, its connection to the toilet and kitchen, PVC, CPVC pipes, Elbows, Tees and all other required fitting, complete in all aspects. | LS | 1 | | |
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| 18 | Supply and installation of Air Conditioners (AC), best quality, 18000 Btu/hour. | No | 2 | | |
| | Kitchen: | | | | |
| 19 | Kitchen table 2.5m length including supply and installation of sink and stove, as per drawing. | Ls | 1 | | |
| 20 | Supply and installation of ceramic sink best quality including all fittings. | No | 1 | | |
| 21 | Supply of Dining table with chairs for 6 persons, best quality | No | 1 | | |

| | | | | | |
|----|---|-----|---|--|--|
| 22 | Refrigerator for the kitchen, two doors, best quality | No | 1 | | |
| 23 | Supply and installation of best quality ceiling fan. | No | 1 | | |
| | Toilet: | | | | |
| 24 | Excavation of foundation. | Cum | 3 | | |
| 25 | Stone masonry in foundation and up the ground level with 1:4 cement-sand mortar | Cum | 4 | | |
| 26 | Supply and installation of ceramic sink best quality including all fittings, mirror and soap holder, towel rack, | No | 1 | | |
| 27 | Supply and installation of ceramic commode, best quality, and this job include all fittings and connection to the septic tank, including toilet paper holder. | No | 1 | | |
| 28 | Supply and installation of best quality shower including all fittings and clod and Hot water mixer, complete in all aspects. | No | 1 | | |
| 29 | Site cleaning: Remove and transport all Unnecessary material from the rooms and around the building and make the site smooth and clean | Ls | 1 | | |
| | Total | | | | |

Please sign and stamp this page

Part B: Delivery Schedule

| DELIVERIES | Delivery in number of calendar days | after notification of order |
|--|--|------------------------------------|
| <i>Please confirm hereafter that the works will be delivered within:</i> | - calendar days | |

Please confirm hereafter:

Payment terms : 30 days after receipt

Validity : 60 days

Name of the company : _____

Address of company : _____

Name of authorised
Representative : _____

Phone number : _____

Email address : _____

Signature : _____

Date : _____

ANNEX C - UNDP GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

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

48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Works
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by the 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
Performance Bond

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.

SINGULAR AND PLURAL

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

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.

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.

GENERAL DUTIES/POWERS OF ENGINEER

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.

- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's

authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

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.

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.

DRAWINGS

8.1. Custody of drawings