



# REQUEST FOR PROPOSALS

For

**Rehabilitation Works in 3 different locations  
(1 lot):  
Beirut, Saida and North**



# **TERMS OF REFERENCE (TOR) REHABILITATION CONTRACTOR**

For

**Rehabilitation  
(1 lots: Beirut, Saida and North)**

**Ref. No: RTP20230901**

**Issue Date: 2023 – September**

**RIGHT TO PLAY INTERNATIONAL** is looking for an experienced contractor with experience in I in schools and community centers in Beirut, Saida and North of Lebanon.

**I. PROJECT IN BRIEF:**

**OVERALL PURPOSE OF THE REHABILITATION PROCESS:**

The primary objective of the rehabilitation is as follows:

- To increase and improve access to positive and quality learning environments of non-formal and formal education for refugee and host community children to support their life skills development and psychosocial well-being.

**III. REHABILITATION PROCESS METHODOLOGY:**

Rehabilitation works will take place in 3 centers in **Beirut**, 2 centers in **Saida** and **2** centers in **the North** and should be completed 1 month (calendar month) after contract's signature.

1. You are invited to submit your price quotation (in **USD** – including VAT) for the construction of works as described in:  
**Annex 1 – BOQ,**  
**Annex 2 Technical Specifications and Performance Requirements** of this Request For Proposals.  
**Annex 0**, presents your organization background and information  
**Annexes 3 and 4** present the **Contract Agreement** form and the **General Conditions** of contract applicable to this Request For Proposals, and that will be signed with the selected applicant only.
2. The contractor (applicant) shall not have any actual, potential or reasonably perceived conflict of interest. A contractor with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by RTP. A contractor, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the evaluation process and the execution of the contract, b) participates in more than one quotation under this procurement action, c) has a business or family relationship with a member of the employer's board of directors or its personnel, RTP or its personnel, the consultant, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract. An applicant and the contractor have an ongoing obligation to promptly disclose any situation of actual, potential or reasonably perceived conflict of interest during preparation of the quotation, the evaluation process or the contract execution. Failure to properly disclose any of said situations in a promptly manner may lead to appropriate actions, including the disqualification of the applicant, the termination of the contract and any other as appropriate under the **RTP' Policy on Conflict of Interest**.
3. Your quotation must be sent signed and stamped documents, and should be addressed to:  
Right to Play International

The subject of the email should clearly state: **20230901- LDS FFT and RAISE REHABILITATION**

Your complete quotation shall consist of the following documents:

- a) A copy of your firm's **incorporation and classification/registration** with the relevant business licensing authority (Registration and legal permits)
- b) Priced and Stamped Bill of Quantities (BOQ) and detailed Activity Schedule / Completion schedule or work plan (**Annex 1**)
- c) Technical and other documentation confirming compliance with **Annex 2** and other pertinent information concerning compliance with health and safety requirements and the contractor's personnel code of conduct.

4. The **deadline** of **queries** regarding the application is **12pm** – September 25<sup>th</sup>, 2023

E-mail: [mzaytoun@righttoplay.com](mailto:mzaytoun@righttoplay.com)

E-mail Subject: **20230901- LDS FFT and RAISE REHABILITATION**

5. The **deadline** for **submission/receipt of your quotation** is **4pm** – 29<sup>th</sup> September, to the

Email address: [lbprocurement@righttoplay.com](mailto:lbprocurement@righttoplay.com)

*All applications post the deadline will not be considered.*

*All applicants submitting their offers have read, understood, and agreed to Annexes 3 and 4.*

6. **Qualification of the Contractor:** please refer to **Annex 2**.
7. Applicants must quote for all the locations included in this Request for Proposal. Contractors must quote for all the items, all the quantities of an item and all the centers within a lot, of the works. A partial quote will not be accepted. If a quotation shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the quotation shall be assumed to be not included in the quotation and the quotation shall be rejected as incomplete.
8. **Evaluation.** Right to play shall award the contract to the contractor whose offer has been determined to be the lowest priced offer as well as being substantially responsive to the requirements of the Request for Proposal, provided further that the contractor is determined to be qualified to perform the contract satisfactorily in accordance with information requested under section 6 above, and abiding by the deadline (1 calendar months post signature of contract) and following his/her own schedule.
9. **Prices.** Prices shall be in **USD** and include VAT. Quotations in currencies other than **USD** will be rejected.

10. **Payment.** Payment will be made in **USD**, in full within 30 days of the contractor's submission of each interim payment request against the work successfully completed during the interim period (every two weeks) and so certified by the authorized representative appointed by the employer.
11. **Completion Date.** The work shall be completed 1 month (calendar months) from the date of signature of the contract. The contractor must state the **exact completion time in its quotation supported by its proposed construction schedule.**
12. **Defects Liability.** The defects liability period is **6 months** from the completion date.
13. **Quotation Validity.** Your quotation must be valid for a period of **60 days** from the date of the deadline for submission of your quotation.
14. If selected, the contractor will sign a **Child Safeguarding Package** along with **Agreement.**

#### **V. THE CONTRACTOR RESPONSIBILITIES WILL INCLUDE THE FOLLOWING:**

- Implement the rehabilitation as per the consultant's BOQs and other requirements.
- Report all activities (advancements, challenges etc.) to the consultant no later than 24h after the event.
- Send as-built drawing to the consultant, and final handing over report.
- Contractor should provide schedule of material along with the BOQ.
- Contractor should submit a detailed Working schedule.
- Contractors should submit the company portfolio.

The contractor will directly report to the Consultant who will directly report to the Project manager at Lebanon office, who will serve as the focal point person for this Rehabilitation process.

#### **VI. TIME FRAME**

The rehabilitation process will begin as soon as a contract with the contractor is signed and must be completed with the submission of the final handing over report and as-built drawings. The timelines and schedule for regular activities should be drafted and developed by the contractor in **Annex 1 – BOQ, Drawings and Activity Schedule / Completion schedule or work plan**

**N.B.1:** Regular contacts and field visits will be performed by RTP's staff until the end of project, to ensure that the contractor is executing as per the BOQs.

#### **VII. BUDGET AND PAYMENTS**

The prospective contractor should provide a detailed offer which includes all fees and available options (including VAT) for the whole rehabilitation project and will be paid on invoices basis under the condition that the total amount invoiced should not exceed the total amount agreed within the contract.

RTP will provide a payment within two weeks upon receiving each invoice. RTP will reimburse the contractor every two weeks and after the consultant's signed approval, the expenses incurred during that period of

time. The last invoice payment will be paid to the contractor within 30 days after the signoff of the final handing over report with respect to the contract provisions. Under no circumstances should the contractor invoice for more than the agreed contract, or more than the expenses incurred. The contractor should send the consultant and RTP the final outcome assessment report and make sure that all rehabilitation is finalized as agreed.

## Annex 0 Background and Information

**As an organization applying to this Request for Proposals, please fill out the below details:**

Name of Organization				
Organization's Registration Number				
Organization's Available Starting Date				
Address/Location (Mouhafaza, Caza, Street)				
Contact Person Name				
Contact Person Mobile Number and Email				
Director Name(s)				
Organization Type (SAL, SARL, COOP...)				
Date registered and Legal status: (Attached to the technical file the certificate of registration or its equivalent; if the structure is informal, indicate that here.)				
Industry/Sector				
Define the nature of your work				
List of Products / Services				
Number of employees in the organization		Male	Female	Total
	Full-Time			
	Part-Time			
	Seasonal			
	Total			
Name of person involved	Expertise and attach the resume of each			

While we thank all applicants for their interest, only those selected will be contacted.

Right To Play is a child-centered organization. Our recruitment and selection procedures reflect our commitment to the safety and protection of children in our programs.

To learn more about who we are and what we do, please visit our website at [www.righttoplay.com](http://www.righttoplay.com)

**Annex 1**  
**Bill of Quantities**

*Please refer to Attached BOQ*



## Annex 2

### Technical Specifications and Performance Requirements

Minimum qualifying criteria:

- a) Present a: Registration form of the company, إذاعة تجارية, افادة شاملة both not older than 3 months, VAT Certificate, MOF Certificate
- b) Experience as a contractor for at least 5 years,  
**and** experience as a contractor in the construction of at least one works' contract of the nature and complexity equivalent to the works included in this invitation over the last three years,  
**and** previous experience with NGOs

	<u>Title and location of Project</u>	<u>Name of NGO if applicable</u>	<u>Project's Budget (in USD)</u>	<u>Years of implementation</u>
1				
2				
3				
4				
5				
6				

- c) Evidence of access to financial resources to successfully complete the works i.e. access to cash, letter from a bank, credit institutions, or other financial intermediary, supporting the availability of liquid financial resources in the amount of: double the final contract amount.

## Annex 3

### Contract Agreement

This agreement made the . . . . .day of . . . . ., between **RIGHT TO PLAY INTERNATIONAL** (hereinafter “the employer”), of the one part, and *[name of the contractor]* (hereinafter “the contractor”), of the other part:

Whereas the employer desires that the works known as *[name of the contract]* be executed by the contractor, and has accepted an offer by the contractor for the execution and completion of these works and the remedying of any defects therein,

The employer and the contractor agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other contract documents.
  - (a) Attachment 1: **Annex 1** – Priced and Stamped Bill of Quantities (BOQs), Drawings and Activity schedule / Completion schedule or work plan
  - (b) Attachment 2: **Annex 2** - The Technical Specifications and Performance Requirements (including Registration form of the company, اذاعة تجارية, افادة شاملة both not older than 3 months, VAT Certificate, MOF Certificate)
  - (c) Attachment 3: **Annex 4** - General condition of contract
2. In consideration of the payments to be made by the employer to the contractor as specified in this agreement, the contractor hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price as indicated in the notification of award or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused this agreement to be executed in accordance with the laws of Lebanon on the day, month and year specified above.

Signed by:  
For and on behalf of the Employer

Signed by:  
For and on behalf of the Contractor

In the presence of:  
Witness, Name, Signature, Address, Date

In the presence of:  
Witness, Name, Signature, Address, Date

## Annex 4

### General Conditions of Contract

#### 1. DEFINITIONS:

- (a) The “contract” is the contract between the employer and the contractor to execute, complete, and correct defects in the works as described in BOQ, Drawings and specifications. The name and identification number of the contract is given in the Request for Proposals.
- (b) “Bill of quantities” is the contract’s priced schedule providing estimates of quantities for each item of work which in its entirety forms the whole of the works.
- (c) “Activity schedule” is the contract’s priced and completed schedule of activities to be undertaken by the contractor for executing the whole of the works in the contract.
- (d) The “completion date” is the date of completion of the works as certified by the authorized representative.
- (e) The “intended completion date” is the date by which the contractor shall complete the works as stipulated in the contract and as may be revised only by the employer by issuing an extension of time in writing.
- (f) The “contractor” is a person or corporate body whose quotation to carry out the works has been accepted by the employer.
- (g) The “employer” is the legal entity on whose behalf this Request for Proposals is issued and is the party who signs the contract with the “contractor” and appoints the authorized representative.
- (h) The “authorized representative” is the person named by the employer to act on his behalf, within the limits of authority delegated to such person and communicated to the contractor, for supervision of the works performed by the contractor and administering the contract.
- (i) The “initial contract price” is the price stated in the notification of award and the “contract price” is the initial contract price as adjusted thereafter in accordance with the provisions of the contract.
- (j) Days are calendar days; months are calendar months.
- (k) A defect is any part of the works not completed in accordance with the contract.
- (l) The defects liability period is **6 months** counted from the completion date.
- (m) Equipment is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- (n) Materials are all supplies, including consumables, to be incorporated in the works.

- (o) "Specification" means the specification of the works included in the contract and any modification or addition made or approved by the employer.
- (p) The "site" is Beirut , North and Saida
- (q) The "start date" is \_\_\_\_\_. It is the latest date when the contractor, having been given access to the site, shall commence the execution of the works.

## 2. COMMUNICATIONS

- 1.1 **Language and law.** The contract shall be in English. The law governing the contract shall be the applicable law(s) of the borrower/recipient country.
- 1.2 **Communications.** Communications between the parties shall be effective only when made in writing. A notice shall be effective only when it is delivered.

## 3. TERMS OF EXECUTION – COMMENCEMENT OF WORKS

- 3.1 The employer shall give at least 3 working-days notice in writing, prior to the date of handing over of the site. The contractor shall commence the works within 5 working-days of the date of the handing-over of the site.
- 3.2 The contractor shall submit to the authorized representative for approval a program showing the general methods, sequence and timing for all activities of the works. The authorized representative's approval of the program shall not alter the contractor's obligations. The contractor shall revise the program and submit it to the authorized representative whenever actual progress is different from the approved program
- 3.3 The contractor agrees to execute and complete the works as described in the Annex 1, with due care and diligence in accordance with generally accepted construction practices.
- 3.4 **Changes in quantities.** The contractor shall carry out all the activities and complete the works in accordance with the scope of work specified in the contract and the quoted prices in the bill of quantities or the activity schedule. Unit prices quoted by the contractor shall not be subject to any changes.
- 3.5 **Final account.** The contractor shall provide the authorized representative with a detailed account of the total amount that the contractor considers payable under the contract before the end of the defects liability period. The authorized representative shall issue a defects liability certificate after the contractor has fulfilled its obligations under the contract and shall certify any final settlement/payment that is due to the contractor within fifteen (15) days of receiving the contractor's account if it is correct and complete. If it is not, the authorized representative shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the authorized representative shall decide on the amount payable to the contractor and issue a final payment certificate.
- 3.6 The contractor shall be obliged to observe the laws, by-laws, ordinances and statutes and other legal provisions of the country in which the works are executed, in particular labor laws, local standards, public rules and regulations.

- 3.7 The contractor shall submit an updated Activity Schedule / Work Plan no later than 5 working days after the signing of this contract.
- 3.8 The contractor shall supply all building materials, equipment, plant and tools necessary for the execution of the works in due number and time.
- 3.9 The contractor shall provide all qualified and experienced labor necessary in due number and time and shall supervise their activities with due care and diligence. The employer shall be entitled to object to and require the contractor to remove from the works any person employed by the contractor who, in the opinion of the employer, is incompetent, negligent, or guilty of misconduct.
- 3.10 No work shall be covered up or otherwise put out of view without prior approval in writing by the employer or his authorized representative.
- 3.11 The employer shall be entitled to make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary or desirable. No such variation shall be made without an order in writing by the employer or his authorized representative.
- 3.12 Building materials and work may be subject to tests at any time at the request of the employer or the consultant. These test shall be carried out as directed by the employer or his authorized representative at the place of manufacture or fabrication or on site or in a testing institute. The contract shall provide such assistance, materials, plant, instruments and labor as required for such test. The cost of carrying out such tests shall be borne by the contractor.
- 3.13 The contractor shall keep the site free from all unnecessary obstructions at all times and shall remove all materials and plant which are no longer required. Upon completion of the works, the contractor shall leave the site clean and orderly to the satisfaction of the employer or his authorized representative.
- 3.14 The contractor shall treat the details of this contract as well as any aspect of its implementation as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose any such information to third parties without the prior consent of the employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract, the same shall be referred to the decision of the employer whose award shall be final.
- 3.15 The employer has the right for on-the-spot-checks at the site that may be carried out on request by representatives of the financing or co-financing parties.

#### 4. AUTHORIZED REPRESENTATIVE – SUPERVISION OF THE WORKS

The site supervision shall be carried out by an authorized firm or person assigned to act on behalf of the employer and shall exercise the rights of the employer under this contract. The employer herewith appoints as Authorized Representative for the execution of the works:

Site Supervision for the execution of the works:

Joelle Mrad

or any other person nominated by RTP in writing

Project Management by RTP:

Firas Hamdan ( Project Manager)

Clara Rai (Field Coordinator )

Jihane Hannouf (Field Coordinator)

#### 5. TIME FOR COMPLETION – PENALTY FOR DELAY

5.1 The contractor shall complete the works as listed under Annex 1 within 1 months after the handing-over of the site and shall request the issue of the Taking-Over Certificate at least 3 weeks prior to the date of completion.

5.2 If the contractor should fail to achieve the completion of the works within the period prescribed in clause 5.1, the contractor shall pay a penalty of one per thousand (1/1000) of the contract price stated in agreed **Annex 1 – Priced BOQ, Drawing and Activity Schedule** for every working-day of delay beyond the intended completion date. The ceiling amount of such delay damages shall not exceed 5% of the contract price.

5.3 The payment of such a penalty shall not retrieve the contractor from his obligation to complete the works or from any other obligation or liability under this contract.

5.4 **Works to be completed by the intended completion date.** The contractor shall commence execution of the works on the start date and shall carry out the works in accordance with the work schedule submitted by the contractor, as updated with the approval of the authorized representative and complete the works by the intended completion date.

5.5 **Extension of the completion date.** The employer or his authorized representative shall extend the completion date if an event, which is not a contractor's risk, occurs or a variation order is issued by the employer which makes it impossible for completion to be achieved by the intended completion date.

5.6 **Delays ordered by the employer or his authorized representative.** The employer or his authorized representative may instruct the contractor to delay the start or progress of any activity within the works. Delays or suspension of work by the authorized representative which increases the contractor's costs shall be subject to equitable compensation by the employer.

## 6. REMUNERATION AND PAYMENT

6.1 All payments shall be made in USD to the following bank and account number of the contractor:

*(insert the bank account info (bank's name and branch, account name, account number currency, SWIFT, IBAN, address) and attach the bank letter.*

6.2 The parties of this contract agree to the following payment schedule:

- 6.2.1 Payments on account shall be made in accordance with the progress of the works measured on site every two calendar weeks, in keeping with the BOQ and after certification of each invoice by the Authorized Representative.
- 6.2.2 Each invoice shall be submitted as original invoice and bear the project and contract number indicated on the front page of this contract.
- 6.2.3 An amount of 10% of the total of each payment on account shall be withheld by the employer as retention money
- 6.2.4 After the issue of the Taking-Over Certificate and presentation of the final bill the remuneration due shall be paid reduced by 5% of the total contract price, which shall be released after the defects liability period has expired, provided the works are free of defects. This amount may be released against the provision of a defects liability guarantee by a bank accepted by the employer.

6.3 **Interim payment certificate.** The authorized representative shall check the contractor's executed work and issue a payment certificate certifying the amount to be paid to the contractor less the deductions as per paragraph 6.2 above. The value of the work executed shall be calculated as per the unit rates for such items of work in the bill of quantities or the activity schedule.

6.4 **Payments.** The employer shall pay the contractor the amounts certified by the authorized representative within 30 days of the date of each certificate (every two weeks).

6.5 **Taxes.** The contractor is responsible for all taxes in accordance with the applicable taxation laws in Lebanon and shall mention its *Ministry of Finance number* within the offer and all invoices presented.

## 7. TAKING-OVER CERTIFICATE – DEFECTS LIABILITY PERIOD

7.1 The employer or his authorized representative shall issue the Taking-Over Certificate within 3 weeks of the date of the delivery of the contractor's request for its issue, provided that the whole of the works have been completed in accordance with the contract and to the satisfaction of the authorized representative.

If the works have been completed except for minor faults or missing items, the employer or his authorized representative shall include a statement in the Taking-Over Certificate, listing all faults and defects, missing items or outstanding works to be completed, including the date when all rectification and finishing works shall be completed.

7.2 The employer shall take possession of the site within seven (7) days of the authorized representative's issue of the Taking-Over Certificate.

- 7.3 The **defects liability period** shall be one (1) year, starting with the date of issue of the Taking-Over Certificate.
- 7.4 The authorized representative shall give notice to the contractor of any defects before the end of the defects liability period, which starts as of the completion date. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified in the authorized representative's notice. Should the contractor not remedy a defect within the time specified in the authorized representative's notice, the authorized representative shall assess the cost of having the defect corrected, and the contractor shall pay this amount, or the employer shall deduct such amount from the amounts due to the contractor.
- 7.5 Defects, faults or shrinkage due to the use of materials or workmanship not in accordance with the contract and which arise during the defects liability period shall be made good by the contractor immediately after notification. For these rectifications a new defects liability period shall start on their day of completion.
- 7.6 If the contractor should fail to comply with his obligations under this contract, the employer shall be entitled to either make a deduction, claim damages or, giving four (4) week notice to the contractor, employ another contractor to execute the works required for rectification and deduct all expenses arising thereon or incidental thereto from the money retained according to the clause 6.2.4, or to recover these from the contractor.

## 8. LIABILITY – INSURANCE

- 8.1 **Contractor's risks.** From the starting date until the authorized representative issues a certificate for the correction of defects at the end of the defects liability period, the risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the works, materials and equipment) are contractor's risks. The contractor shall also be held responsible for any future – post contractual - personal injury, death or damage caused, proven to be the result of negligence, misplacement, wrongful installation or botchery by the contractor.
- 8.2 **Health and safety.** The contractor shall be responsible for the safety of all activities on the site.
- 8.3 **Subletting** of the works under this contract or any part thereof shall require the express written consent of the employer. This approval may be revoked at any time in case serious complaints arise. The contractor shall be liable for all services performed by his subcontractors in the same manner as for his own services.
- 8.4 Without limiting his obligations and responsibilities under this contract, the contractor shall insure himself at his own expenses against his liability for any material or physical damages, loss or injury which may occur to any person or property arising out of or in consequence of the performance of this contract.
- 8.5 **Insurance.** The contractor shall thus provide, in the joint names of the employer and the contractor, insurance cover from the start date to the end of the defects liability period. The insurance policies must provide coverage against the following events which are due to the



contractor's risks (and the insurance sum shall be as customary in the country where the works are to be executed)

- (a) loss of or damage to the works, equipment, plant and materials: 110% of the contract price;
- (b) loss of or damage to property (except the works, plant, materials, and equipment) in connection with the contract: 50,000USD per incident; and
- (c) personal injury or death to the contractor's or employer's personnel: 50,000USD per staff/labor.
- (d) third party liability 50,000USD per accident (considering an unlimited number of accidents).

## 9. TERMINATION OF CONTRACT

9.1 The employer or the contractor may terminate the contract by written notice if either party causes a fundamental breach of the contract. Fundamental breaches of contract shall include, but shall not be limited to, the following:

- (a) the contractor stops works for ten (10) days when the stoppage has not been authorized by the authorized representative; or
- (b) a payment certified by the authorized representative is not paid by the employer to the contractor within forty-five (45) days of the date of the issue by the authorized representative of the corresponding payment certificate; or
- (c) the authorized representative issues notice to the contractor that the latter has failed to correct a defect at the expiry of twenty-one (21) days from the date in which the correction should have been undertaken as per the notice by the authorized representative; or
- (d) the contractor has delayed the completion of the works by more than thirty (30) days; or
- (e) if the contractor or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the RTP's Policies in any RTP-funded or RTP-managed activity or operation, including in competing for, or performing its obligations under the contract; or
- (f) if the contractor is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arise out of or in connection with the performance of the contract.

9.2 **Force majeure.** Either party may terminate the contract by giving a thirty (30) days' written notice to the other for events beyond that party's control, such as wars and acts of god such as earthquakes, floods, fires, etc.

9.3 **Payment upon termination.** If the contract is terminated because of a fundamental breach of contract by the contractor, the authorized representative shall issue a certificate for the value of works completed and for materials already delivered on site minus the advance payments

received up to the date of the issue of the certificate minus the deductions as per the applicable delay damages. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable by the contractor to the employer and the employer can also use the proceeds of the performance security to settle such contractor's debt.

**10 ARBITRATION AND DISPUTE SETTLEMENT**

The employer and the contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising under or in connection with the contract. In case of continued disagreement either party can take the matter to litigation in accordance with the law governing the contract.

**11 Prohibition of fraud and corruption.**

- (a) The contractor shall abide by and perform the contract in compliance with the RTP's Policy. Failure to comply with this policy may lead to termination of contract as set out above at para. 9.
- (b) In accordance with RTP's Policy, RTP has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any RTP-funded or RTP-managed activity or operation (debarment).
- (c) The contractor will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its agents or personnel of their obligations under RTP's Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.
- (d) The contractor is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
- (e) The contractor is required to fully cooperate with any investigation conducted by RTP, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by RTP.
- (f) The contractor shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

- 12 Prohibition of sexual harassment, sexual Exploitation and abuse.** The contractor expressly agrees to abide by and to perform the contract in compliance with RTP's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, which is an integral part of these conditions of contract. The supplier shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the supplier or any of its subcontractors in the performance of the contract. The contractor shall immediately report to the

employer or RTP any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The contractor may take appropriate measures, including the termination of the contract, based on proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

- 13 **The performance security.** A performance security, in the form of a bank guarantee, shall be provided by the contractor in the amount specified in this Request for Proposals. It shall be valid until a date twenty-eight (28) days from the intended completion date. **(If not applicable please mention reason)**