



# **INVITATION TO BID**

**ITB-118/17**

## **RENOVATION OF THREE BUILDINGS IN RABIA DISTRICT:**

**Lot 1:** Renovation of Rabia District Directorate

**Lot 2:** Renovation of Rabia Council Building

**Lot 3:** Renovation of Rabia Water Directorate

**IRAQ**



**United Nations Development Programme**

April, 2017

# Section 1. Letter of Invitation



Erbil, Iraq  
Date: 17<sup>th</sup> April 2017

## **ITB 118/17 RENOVATION OF THREE BUILDINGS IN RABIA DISTRICT.**

**Lot 1:** Renovation of Rabia District Directorat

**Lot 2:** Renovation of Rabia Council Building

**Lot 3:** Renovation of Rabia Water Directorate

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security Not Applicable
- Section 9 – Form for Performance Security
- Section 10 - Technical Compliance Sheet for equipment
- Section 11 – Drawing
- Section 12 – Contract [Sample], including General Terms and Conditions works

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted via electronic submission (email) to [bids.iraq.sc@undp.org](mailto:bids.iraq.sc@undp.org) **on or before Sunday, 30<sup>th</sup> April, 2017 by 1400 hours.**

The bidders are required to conduct the physical site visit for complete understanding of the Scope of Work prior to sending the formal bid to UNDP. The site visit will be conducted on Sunday **23<sup>rd</sup> April, 2017 10:00AM – 1200Noon. Focal Person:** Engineer Saad Ahmad, **Mobile no:** 0750 820 7840.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Mohammedsiddig Mudawi  
Operations Manager- Head of Operations Service Center

## Section 2: Instruction to Bidders

### Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

- o) “*Supplemental Information to the ITB*” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## B. CONTENTS OF BID

### 9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);

9.3 Technical Bid (see prescribed form in ITB Section 6);

9.4 Price Schedule (see prescribed form in ITB Section 7);

9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8). A scanned copy of this document must be attached with your proposal in the system and the original must be sent by mail. Original must arrive no later than [insert date and time];

9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

### 10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond by uploading the document with the responses in the system (including an explanation of the query but without identifying the source of inquiry). After which, all Proposers who have accepted in the Invitation will be automatically alerted that such a clarification has been posted online.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

## **11. Amendment of Bid**

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB that will be uploaded in the system and made available to all Invited Bidders. All prospective Bidders (Bidders who have “accepted the Bid Invitation” in the system) will be notified in writing that changes have occurred through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

## **C. PREPARATION OF BID**

### **12. Cost**

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### **14. Bid Submission Form**

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

### **15. Technical Bid Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the

manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

## 16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Bid Event** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Bid Event** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## 18. Documents Establishing the Eligibility and Qualifications of the Bidder

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;



- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

## 19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

## **20. Alternative Bid**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

## **21. Validity Period**

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

## **22. Bidder's Conference**

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be uploaded on the system. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

# **D. SUBMISSION AND OPENING OF BID**

## **23. Submission**

23.1 The Technical Bid and all other documents required online in the e-Tendering system. Bids submitted in any other form will not be accepted unless explicitly authorized by UNDP in advance.

23.2 In the unlikely and exceptional event that the Bidder encounter technical problems when submitting the proposal in the system, then the Bid can be sent via email as instructions in Data Sheet (DS nos. 22 & 23). Bidders are however strongly advised to undertake all necessary efforts, including requesting support from UNDP, to submit the Bid through the online system. In all cases, email submissions must be authorized and accepted by UNDP prior to the submission deadline indicated.

- 23.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 12.

#### **24. Withdrawal, Substitution, and Modification of Bid**

- 24.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 24.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by cancelling or editing their bid in the system

#### **25. Confidentiality**

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

### **E. EVALUATION OF BID**

#### **26. Preliminary Examination of Bid**

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

#### **27. Evaluation of Bid**

- 27.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

- 27.2 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :
- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
  - b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
  - c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
  - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
  - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
  - f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
  - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

## **28. Clarification of Bid**

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

## **29. Responsiveness of Bid**

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

## **30. Nonconformities, Repairable Errors and Omissions**

- 30.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
- 30.2 In the event when provided that the Bid is substantially responsive, the system automatically calculates the final bid prices by multiplying the unit price by the quantity.
- 30.3 The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate

the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed:

- 30.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

## **F. AWARD OF CONTRACT**

### **31. Right to Accept, Reject, or Render Non-Responsive Any or All Bid**

- 31.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 31.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **32. Award Criteria**

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

### **33. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **34. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

### **35. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its

acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

### **36. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment.

### **37. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

## Instructions to Bidders

### DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

| DS No. | Cross Ref. to Instructions | Data  | Specific Instructions / Requirements  |
|--------|----------------------------|---|---|
| 1      |                            | Project Title:  | <b>Funding Facility for Immediate Stabilization - FFIS</b>  |
| 2      |                            | Title of Goods/Services/Work Required:  | <b>ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate:</b><br>Lot 1: Renovation of Rabia District Directorate<br>Lot 2: Renovation of Rabia Council Building<br>Lot 3: Renovation of Rabia Water Directorate |
| 3      |                            | Country:  | Iraq  |
| 4      | C.13                       | Language of the Bid:  | <input checked="" type="checkbox"/> English   |
| 5      | C.20                       | Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements; | <input checked="" type="checkbox"/> Not Allowed.  |
| 6      | C.20                       | Conditions for Submitting Alternative Bid                                       | <input checked="" type="checkbox"/> Shall not be considered.  |
| 7      | C.22                       | A pre-Bid conference will be held on:   | <input checked="" type="checkbox"/> Site visit is required,<br><b>Date: Sunday 23 April, 2017, between 10:00AM – 1200 Noon.</b><br>Focal person is:<br>Engineer Saad Ahmad,<br>Mobile no: 0750 820 7840                                     |
| 8      | C.21.1                     | Period of Bid Validity commencing on the submission date                        | <input checked="" type="checkbox"/> 120 days  |
| 9      | B.9.5<br>C.15.4 b)         | Bid Security  | <input checked="" type="checkbox"/> Not Required  |
| 10     | B.9.5                      | Acceptable forms of Bid Security  | <input checked="" type="checkbox"/> Not Applicable<br><input type="checkbox"/> Bank Guarantee in the name of <b>Resident</b>  |

|    |                    |  |  |
|----|--------------------|--|--|
|    |                    |  | <b>Representative, UNDP Iraq;</b><br><input type="checkbox"/> Bank Guarantee (See Section 8 of this ITB for template)<br><input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check.   |
| 11 | B.9.5<br>C.15.4 a) | Validity of Bid Security                                     | <input checked="" type="checkbox"/> Not applicable   |
| 12 |                    | Advanced Payment upon signing of contract                    | <input checked="" type="checkbox"/> Not allowed  |
| 13 |                    | Liquidated Damages   | <input checked="" type="checkbox"/> Will be imposed under the following conditions:<br>Percentage of contract price per day of delay:<br>0.5%<br>Max. no. of days of delay: Thirty (30) calendar days<br>Next course of action: Thereafter the contract may be terminated;   |
| 14 | F.37               | Performance Security   | <input checked="" type="checkbox"/> Required<br>Amount :10% of Total Contract Value in Form of:<br>a. Bank guarantee OR certified cheque issued by a reputable bank (shall be in accordance with Form included in the Invitation to Bid (Section-9);<br>b. Should be submitted within 7 days upon issuance of letter of intent/contract.<br>c. The proceeds of the Performance Security shall be payable to UNDP as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.<br>d. The Performance Security shall be denominated in the currency of the contract valid for a period of 6 months to cover defect liability period.<br>e. If, within 12 months after the goods/system have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair. |
| 15 | C.17<br>C.17.2     | Preferred Currency of Bid and Method for Currency conversion | <input checked="" type="checkbox"/> <b><u>United States Dollars (US\$)</u></b>   |



|    |                             |   |  |
|----|-----------------------------|---|--|
|    |                             |   | <i>Reference date for determining UN Operational Exchange Rate: This ITB submission date (19 December, 2016)</i>   |
| 16 | B.10.1                      | Deadline for submitting requests for clarifications/ questions                                      | Three (3) days before the bid submission deadline  |
| 17 | B.10.1                      | Contact Details for submitting clarifications/questions <sup>1</sup>                                | <input checked="" type="checkbox"/> E-mail address dedicated for this purpose: <a href="mailto:Lilian.byansi@undp.org">Lilian.byansi@undp.org</a><br><br><input checked="" type="checkbox"/> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers |
| 18 | B.11.1                      | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | <input checked="" type="checkbox"/> Direct communication to prospective Bidders by email, and Posting on the website <a href="http://www.iq.undp.org/">http://www.iq.undp.org/</a>   |
| 19 | D.23.3                      | No. of copies of Bid that must be submitted   | <input checked="" type="checkbox"/> Electronic submission of Bid   |
| 20 | D.23.1 b)<br>D.23.2<br>D.24 | Bid submission address  | <a href="mailto:bids.iraq.sc@undp.org">bids.iraq.sc@undp.org</a>   |
| 21 | C.21.1<br>D.24              | Deadline of Bid Submission  | <b>Date and Time: Sunday 30<sup>th</sup> April, 2017; 14:00 Noon</b><br><br><b>Note:</b><br>Bidders are encouraged to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issues submitting your bid at the last minute, UNDP may not be able to provide any assistance.   |
| 22 | D.23.2                      | Manner of Submitting Bid  | <input checked="" type="checkbox"/> Electronic submission of Bid   |
| 23 | D.23.2<br>D.26              | Conditions and Procedures for electronic submission and opening, if allowed                         | Official Address for e-submission<br><a href="mailto:bids.iraq.sc@undp.org">bids.iraq.sc@undp.org</a><br><input checked="" type="checkbox"/> Format: Excels (BOQ) and PDF files only<br><input checked="" type="checkbox"/> Max. File Size per transmission: 5MB<br><input checked="" type="checkbox"/> Max. No. of transmission: no limit   |

<sup>1</sup>This contact persons and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

|    |        |  |   |
|----|--------|--|---|
|    |        |  | <input checked="" type="checkbox"/> Scan documents for Virus prior to transmission<br><input checked="" type="checkbox"/> No. of copies to be transmitted: 1<br><b><u>✉ Mandatory Subject of E-mail:</u></b><br>ITB-118/17 – ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate<br><b><u>+ Company Name</u></b><br><input checked="" type="checkbox"/> Time Zone to be Recognized: Baghdad Iraq Time / EST- 3HOURS FROM UTC.<br><input checked="" type="checkbox"/> Other conditions:<br><input checked="" type="checkbox"/> Dropbox or Similar shared drive are not accepted.<br><input checked="" type="checkbox"/> Time Zone to be Recognized: <i>[Baghdad, Iraq]</i><br><br>Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware.   |
| 24 |        | Date of Bid Opening  | <b>Date and Time:</b> Sunday <b>30<sup>th</sup> April, 2017;</b><br>15:00HOURS in the presence of UNDP Authorized Bid opening committee   |
| 25 |        | Evaluation method to be used in selecting the most responsive Bid  | <input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and<br><input checked="" type="checkbox"/> Lowest priced offer; technically qualified/responsive Bid;<br><input checked="" type="checkbox"/> <b><u>Only submitted complete bid against each lot will be accepted.</u></b>   |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) | <input checked="" type="checkbox"/> <b>Company Profile</b> , which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.<br><input checked="" type="checkbox"/> <b>Certificate of Registration of the business</b> , including Articles of Incorporation, or equivalent document if Bidder is a corporation<br><input checked="" type="checkbox"/> <b>Section 4:</b> Bid Submission Form<br><input checked="" type="checkbox"/> <b>Section 5:</b> Documents Establishing the Eligibility and Qualifications of the Bidder<br><input checked="" type="checkbox"/> <b>Section 6: Technical Bid Form</b> (Signed and Stamped)<br><input checked="" type="checkbox"/> <b>Section 7: Price Schedule</b> (Signed and Stamped)<br><input checked="" type="checkbox"/> <b>See section 8:</b> Duly completed Technical Compliant Data sheets<br><input checked="" type="checkbox"/> <b>List of pervious contracts and projects executed with values and name of client contact in the last 5 years.</b> |

|    |        |  |   |
|----|--------|--|---|
|    |        |  | <input checked="" type="checkbox"/> Last three years Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years; <b>(2013-2014 &amp; 2015)</b><br><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <b>Three Clients</b> in terms of Contract Value executed during the past three years; and<br><input checked="" type="checkbox"/> <b>Implementation Timetable of the project (2 months).</b><br><input checked="" type="checkbox"/> CVs of proposed key personnel as per the requirement (DS 32; Cross No F.34)<br><b>Note: Above mentioned criteria apply for all lots</b> |
| 27 |        | Other documents that may be Submitted to Establish Eligibility       | N/A   |
| 28 | C.15   | Structure of the Technical Bid and List of Documents to be Submitted | <p>Technical bid should be prepared and documents submitted as per Section 2, Clause 15 (Instruction to Bidders) and as per Section 3a (Schedule of Requirements and Technical Specifications), and Annex-B. Data listed under Section 6 Technical Bid Form the Technical Bid should contain clear descriptions and specifications of the items being offered. These specifications must meet the standards and technical requirements of the items listed in this ITB.</p> <p>Provided documents should be in line with Data sheet requirements.</p>   |
| 29 | C.15.2 | Latest Expected date for commencement of Contract                    | <i>May 30, 2017</i>   |
| 30 | C.15.2 | Maximum Expected duration of contract                                | <b>2-Calendar Months</b> from the date of receipt of handover certificate from UNDP Engineer;   |

|    |      |  |  |
|----|------|--|--|
| 31 |      | UNDP will award the contract to:             | <p><input checked="" type="checkbox"/> One Bidder or Multiple bidders based on technically qualification and offering the lowest price in each lot.</p> <p>As bidders may submit bids for one lot or multiple Lots, and may be the lowest priced for several Lots, selection for each Lot is subject to the following additional considerations:</p> <ul style="list-style-type: none"> <li>a. UNDP may select to first award a Lot to a bidder which is lowest priced for several Lots in the event that there may not be other technically qualified bids for that Lot to ensure there is coverage for all Lots;</li> <li>b. Wherever possible, the selection should be based on overall least price combination across Lots to UNDP.</li> <li>c. The bidder having on-going contracts with UNDP worth US\$1 Million and above and completion ratio is less than 70% will not be recommended for additional contracts even if they are lowest in any lot or all lots. Ongoing work that is 70% or more completed may be excluded from current workload calculation.</li> </ul> |
| 32 | F.34 | Criteria for the Award and Evaluation of Bid | <p><b>Award Criteria</b></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p> <p><input checked="" type="checkbox"/> Compliance on the following qualification requirements:</p> <p><b>Bid Evaluation Criteria</b></p> <p><input checked="" type="checkbox"/> Minimum 5 years of experience in the construction/rehabilitation activities; Please provide successful implementation certificates/contracts of at least two (2) similar projects over the past 5 years.</p> <p><input checked="" type="checkbox"/> Full Compliance of Bid to the Technical Requirements of the BoQs;</p> <p><input checked="" type="checkbox"/> Full Compliance of offered equipment to the Technical Requirements of the BoQs;</p> <p><input checked="" type="checkbox"/> Full Compliance of the implementation timeline of 2 calendar months;</p> <p><input checked="" type="checkbox"/> The Average Annual Average Turnover =&gt;<br/><b>US\$ 150,000/-</b></p>      |

|    |      |                            |  |
|----|------|----------------------------|--|
|    |      |                            | <p><input checked="" type="checkbox"/> Qualification of Key personnel to be assigned to the contract.</p> <ul style="list-style-type: none"> <li>○ <b>Project Team Leader</b> with minimum three years of experience in similar works. CV should be attached.</li> <li>○ <b>One Site Engineer</b> with three years of experience having Civil Engineering. CV should be attached.</li> <li>○ <b>One Electrical Engineer</b> with three years of relevant experience having a Degree in Electrical Engineering. CV should be attached.</li> </ul> <p>UNDP has the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problem.</p> <p>Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.</p> |
| 33 | E.29 | Post qualification Actions | <p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available;</p>   |

|    |  |   |   |
|----|--|---|---|
| 34 |  | Conditions for Determining Contract Effectivity | <input checked="" type="checkbox"/> UNDP's receipt of Performance Bond<br><input checked="" type="checkbox"/> UNDP's approval of plans, drawings, samples, etc.<br><input checked="" type="checkbox"/> UNDP's Handover of Site to Contractor<br><input checked="" type="checkbox"/> Contract signature of the civil works by both UNDP and Contractor;<br><input checked="" type="checkbox"/> Provision of Liability Insurance as per clause 23 of the General Terms and Conditions for Works;  |
| 35 |  | Other Information Related to the ITB            | <p>Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract</p> <p>The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of detailed description of the essential equipment meeting the required specifications</p> |

## **Section 3a: Schedule of Requirements and Technical Specifications**

### **ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate:**

**Lot 1: Renovation of Rabia District Directorate**

**Lot 2: Renovation of Rabia Council Building**

**Lot 3: Renovation of Rabia Water Directorate**

The Contractor shall visit the designated site of renovation to become familiar with the condition of the work areas, the structures, the vicinity and the free space available for doing the work and storage of materials of construction. It is the bidders' responsibility to do research about the conditions of the site before they submit bids.

In general, the Contractor should become familiar with all prevailing conditions and circumstances which may affect the manner in which he will perform the work.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/performance works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times

To perform the proposed services, the Contractor will work in close coordination and consultation with the technical team and UNDP Project Engineer.

The Contractor is required to perform/execute construction and supply and installation of all other requirements according to the Bill of Quantities, and Technical Specifications.

The Contractor shall visit the designated site to become familiar with the condition of the work areas, the vicinity and the free space available for doing the work and storage of materials required for the execution of work. It is the bidders' responsibility to do research about the terrain and geographical conditions of the site before submitting bids.

In general, the Contractor should become familiar with all prevailing conditions and circumstances which may affect the manner in which he will perform the work.

The prices proposed by the Contractor in the bill of quantities after the site visit shall be considered to include all that is required to carry out the work under the local conditions and the foreseeable and unforeseeable expenses which will be required to complete the work.

The Contractor shall implement the Project based on a detailed work plan which shall be approved by the Project Engineer. The contractor is expected to produce/performance works which conforms in quality/quantity and accuracy of detailed specification. The Contractor is to institute a quality control system to ensure adequate monitoring of the works progress at all times.

**Lot 1: Renovation of Rabia District Directorate**  
**Statement of Works (SOW)**

The scope of work consisted of the following:

1. **Civil Works:** which contain the Provision of materials, tools and manpower to remove the existing damaged parts from the building with removing the debris and cleaning the building area and the exterior walkways and damaged parts of the building out of the site off-district directorate site to a dump site approved by the local authority, re-roofing, glass and painting works as per the BoQ.
2. **Electrical Works:** Provision of materials, tools and manpower to Supply, install, cabling and piping all necessary materials for the completion of the works. Supply and installation of air conditioners, water boilers, genset, electrical fittings and electrical boards.
3. **Sanitary Works:** Provision of materials, tools and manpower for the sanitary system, Supply and installation of wash basins, supply and installation of water tanks.



## **Lot 2: Renovation of Rabia Council Building**

### **Statement of Works (SOW)**

The scope of work consisted of the following:

1. **Civil Works:** which contain the Provision of materials, tools and manpower to remove the existing damaged parts from the building with removing the debris and cleaning the building area and the exterior walkways and damaged parts of the building out of the site off-district directorate site to a dump site approved by the local authority, re-roofing, glass and painting works as per the BoQ.
2. **Electrical Works:** Provision of materials, tools and manpower to Supply, install, cabling necessary materials for the completion of the works. Supply and installation of air conditioners, electrical fittings and electrical boards.
3. **Sanitary Works:** Provision of materials, tools and manpower for the sanitary system, piping Supply and installation of wash basins.

### **Lot 3: Renovation of Rabia Water Directorate**

#### **Statement of Works (SOW)**

The scope of work consisted of the following:

1. **Civil Works:** which contains site cleaning, masonry works, the provision of materials, tools and manpower to for the main gate reinforcement, removing the debris site off-water directorate site to a designated dumping site approved by the local authority, re-roofing, materials, tools and manpower to install metal shed made of corrugated steel shed, replacement of suspended ceiling works as per the BoQ.
2. **Electrical Works:** Provision of materials, tools and manpower to Supply, install, cabling and all necessary materials for the completion of the works. Supply and installation of air conditioners, geneset, electrical fittings and appliances as per BoQ.
3. **Sanitary Works:** Provision of materials, tools and manpower for the sanitary system in the directorate.

#### **TERMS OF DELIVERY**

The rehabilitation/renovation works to be executed is to be completed within **2 Calendar Months** for all the 3 lots from the date of site handover.

## Section 3b: Related Services

### ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate:

Lot 1: Renovation of Rabia District Directorate

Lot 2: Renovation of Rabia Council Building

Lot 3: Renovation of Rabia Water Directorate

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

|   |   |
|---|---|
| Delivery Term<br>[INCOTERMS 2010]   | DAP, Rabia District, <b>Ninewa Governorate</b>  |
| Exact Address of Delivery/Installation Location   | <b>Rabia District - Ninewa Governorate:</b><br>Lot 1: Renovation of Rabia District Directorate<br>Lot 2: Renovation of Rabia Council Building<br>Lot 3: Renovation of Rabia Water Directorate |
| Distribution of shipping documents ( <i>if using freight forwarder</i> )                              | N/A   |
| Delivery Date   | 2 Calendar Months for all the 3 lots from the date of site handover.  |
| Customs, if needed, clearing shall be done by:  | N/A   |
| Inspection upon delivery  | N/A   |
| Installation Requirements   | N/A   |
| Testing Requirements  | N/A   |
| Scope of Training on Operation and Maintenance  | N/A   |
| Payment Terms   | <input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of provided services and certification of UNDP Engineer and receipt of invoice.                                |
| Conditions for Release of Payment   | certification of UNDP Engineer and receipt of invoice   |
| After-sale services required  | N/A   |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language | N/A   |

## Section 4: Bid Submission Form<sup>2</sup>

***(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)***

---

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for **ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate: Lot 1: Renovation of Rabia District Directorate Lot 2: Renovation of Rabia Council Building Lot 3: Renovation of Rabia Water Directorate.**in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for *120 Days*.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

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*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

### Bidder Information Form<sup>3</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

|  |                                 |                                       |
|--|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>   |                                 |                                       |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>   |                                 |                                       |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>  |                                 |                                       |
| 4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>   |                                 |                                       |
| 5. Countries of Operation  | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>  |                                 |                                       |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years   |                                 |                                       |
| 10. Latest Credit Rating (Score and Source, if any)  |                                 |                                       |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.  |                                 |                                       |
| 12. Bidder's Authorized Representative Information<br><br>Name: <i>[insert Authorized Representative's name]</i><br>Address: <i>[insert Authorized Representative's Address]</i><br>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i><br>Email Address: <i>[insert Authorized Representative's email address]</i>   |                                 |                                       |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO   |                                 |                                       |
| 14. Attached are copies of original documents of:<br><br><div style="margin-left: 40px;"> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet<br/><br/> <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered<br/><br/> <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.         </div> |                                 |                                       |

<sup>3</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

# Joint Venture Partner Information Form (if Registered)<sup>4</sup>

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |                                 |                                       |
|--|---------------------------------|---------------------------------------|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>  |                                 |                                       |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i>  |                                 |                                       |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>  |                                 |                                       |
| 4. Year of Registration: <i>[insert Party's year of registration]</i>  |                                 |                                       |
| 5. Countries of Operation  | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>   |                                 |                                       |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years   |                                 |                                       |
| 10. Latest Credit Rating (if any) :Click here to enter text.   |                                 |                                       |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.   |                                 |                                       |
| 13. JV's Party Authorized Representative Information<br>Name: <i>[insert name of JV's Party authorized representative]</i><br>Address: <i>[insert address of JV's Party authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i><br>Email Address: <i>[insert email address of JV's Party authorized representative]</i>   |                                 |                                       |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><br><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet<br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.<br><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. |                                 |                                       |

<sup>4</sup> The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Bid Form

### **ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate:**

Lot 1: Renovation of Rabia District Directorate

Lot 2: Renovation of Rabia Council Building

Lot 3: Renovation of Rabia Water Directorate

|   |  |
|---|--|
| <b>Name of Bidding Organization / Firm:</b> |  |
| <b>Country of Registration:</b>             |  |
| <b>Name of Contact Person for this Bid:</b> |  |
| <b>Address:</b>                             |  |
| <b>Phone / Fax:</b>                         |  |
| <b>Email:</b>                               |  |

### **SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

**1.1 Brief Description of Bidder as an Entity:** Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |
|                 |        |                |                    |                                |                          |   |

### **SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES**

*This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.*

**2.1. Scope of Supply:** Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the



organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

| Item No.                | Description/ Specification of Goods | Source/ Manufacturer    | Country of Origin       | Qty.                    | Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached) |
|-------------------------|-------------------------------------|-------------------------|-------------------------|-------------------------|--|
| <i>Please fill here</i> | <i>Please fill here</i>             | <i>Please fill here</i> | <i>Please fill here</i> | <i>Please fill here</i> | <i>Please fill here</i>  |

*A supporting document with full details may be annexed to this section*

**2.2. Technical Quality Assurance Mechanisms:** The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

**2.3. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.7. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.8. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the bid and its implementation.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

|   |  |  |
|---|--|--|
| <b>Name:</b>  |  |  |
| <b>Role in Contract Implementation:</b>   |  |  |
| <b>Nationality:</b>   |  |  |
| <b>Contact information:</b>   |  |  |
| <b>Countries of Relevant Work Experience:</b>   |  |  |
| <b>Language Skills:</b>   |  |  |
| <b>Education and other Qualifications:</b>  |  |  |
| <b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>  |  |  |
| <b>Relevant Experience (From most recent):</b>  |  |  |
| <b>Period: From – To</b>  | <b>Name of activity/ Project/ funding organisation, if applicable:</b>   | <b>Job Title and Activities undertaken/Description of actual role performed:</b> |
| <i>e.g. June 2010-January 2011</i>  |  |  |
| <i>Etc.</i>   |  |  |
| <i>Etc.</i>   |  |  |
| <b>References (minimum of 3):</b>   | <i>Name</i><br><i>Designation</i><br><i>Organization</i><br><i>Contact Information – Address; Phone; Email; etc.</i> |  |
| <b>Declaration:</b>   |  |  |
| <p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member <span style="float: right;">Date Signed</span></p> |  |  |

## Section 7: Price Schedule Form<sup>5</sup>

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

1. All prices/rates quoted per lot must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Annex II, Conditions of Contract, Section, and Clause 18.
2. The rates shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheads .... etc.
3. The price of the items in the schedules (unless otherwise indicated) include: Supply of brand new equipment and where necessary to provide best quality workmanship required for the respective services.
4. Offers are expected to reflect realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations may cause the offeror to be disqualified.
5. UNDP has the right to increase or decrease for any item quantity or minor modifications to the statement of requirements for the same unit price or omit any item considered not necessary without any compensation to the contractor.
6. If the Contractor fails to deliver the services within the time period(s) stipulated by the contract, UNDP shall, without prejudice to its other remedies under the contract, invoke Section 5: special conditions, Liquidated Damages.

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
|   | <b>civil works</b>   |      |     |         |          |
| 1   | <b>Cleaning Works</b><br>Supply tools and manpower to clean the building as below :<br>1- Cleanup The roof , rooms, gardens, garage      2-Cleanup the debris of the damaged plaster for inner walls of the building (height 120 cm) and the bathroom.<br>The works include removing all debris outside the site to a dump site approved by the local authority. | LS   | 1   |         |          |

<sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
|   | <b>اعمال التنظيف</b><br>تجهيز المعدات واللايات اللازمة لتنظيف البناية ويتضمن العمل ما يلي : 1- تنظيف السطح والغرف والحدائق والكراج وحوض المياه الثقيلة 2- قلع اللبخ المتضرر للبناية وجدران المشتملات بارتفاع 120 سم ازالة كل الانقاض الى خارج الموقع  |      |     |         |          |
| 2   | <b>Wooden doors works:</b> Supplying materials, tools and manpower to install wooden doors (Teak Wood) dimensions 2.1x1.0m with handles, lock and all accessories. The work include filling the door with strips every 10cm, painting with 2 layers of oil based paint, with all the required works to complete the Job.<br><b>ابواب خشبية:</b> تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب ابواب خشب بابعاد 2.1×1 م مع الكيلون وكافة الملحقات الاخرة وتكون مسافة الحشو الداخلي للباب بمقدار لايزيد عن 10 سم بين تريشة واخرى شاملا السعر صبغ الابواب من الجهتين بالاصباغ الدهنية مع كل ما يتطلبه العمل . | EA   | 14  |         |          |
| 3   | <b>PVC Door:</b> Supplying materials, tools and manpower for installing white PVC Door , 1*2.1m with 70 mm frame, the price should includes handles, hinges and all related doors accessories with all the required works to complete the Job.<br><b>ابواب بلاستيكية</b><br>تجهيز ابواب بلاستيكية (1*2 متر) نوعية جيدة , لون ابيض ويدون شباك مع الملين والكيلون مع كل ما يتطلبه العمل وانجاز العمل بصورة جيدة .   | EA   | 3   |         |          |
| 4   | <b>Steel Door:</b> Supplying and installing hollow metal coated steel door using gauge 16, partitions every 40cm (4*4*0.02cm) covered with steel plate from both sides, frame 40*40*3mm, the work include all necessary fixing, hinges, locks and keys, insulation with Styrofoam, mastic, hardware, and painting with Anti rust paint and three layers of oil based paint, with all the required works to complete the Job.<br>Steel door dimension as below:  |      |     |         |          |
|   | 1-Main door for building (3x2) m, and frame as above  | EA   | 1   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |       |         |          |
|---|--|------|-------|---------|----------|
|   | Item Description   | Unit | Qty   | Price\$ | Total \$ |
|   | 2-Entrance door for building (1.7*2.1) m, and frame 40x40x1.5mm  | EA   | 1     |         |          |
|   | 3-Reception door (1*2.1) m, and frame 30x30x1.5mm  | EA   | 2     |         |          |
|   | ابواب حديد :<br>تجهيز وتركيب ابواب حديدية تغليف من جهتين بليت كيج<br>20 مع الملبن والكيلون مدعمة من الداخل بحديد مربع 1<br>انج مع صبغ بصغ اساس وكما يلي ..<br>1 - باب رئيسي للبنائة بابعاد (2*3)م<br>2- باب مدخل البنائة بابعاد (1.7*1.9) م<br>3- باب الاستعلامات بابعاد (2*1) م<br>مع الملبن وفق القياسات اعلاه.          |      |       |         |          |
| 5   | <b>Maintenance of windows:</b> Supply materials, tools and manpower to repair and maintain the windows, doors, and the steel protection guard of the windows, the work includes repainting with 2 layers of oil based paint, replacing the anti-insect wire mesh, handles with all the required works to complete the Job. | LS   | 1     |         |          |
|   | تنظيف شبابيك :<br>تنظيف كافة الشبابيك والابواب والمحجلات الحديدية<br>للبنائة واعادة صبغها بقاطين صبغ دهني نوعية جيدة ,<br>شاملا العمل تبديل سلك مانع الذباب واليديات وكل ما<br>يتطلبه العمل الجيد .  |      |       |         |          |
| 6   | <b>Glass works:</b><br>Supplying materials, tools and manpower to remove the damaged glass and paste then install transparent glass 4 mm with high quality of paste. The work includes all requirements to complete a good work.   | EA   | 50    |         |          |
|   | اعمال الزجاج :<br>تجهيز مواد والعدد والايدي العاملة اللازمة للقيام بأعمال<br>تركيب زجاج 4 ملم مع المعجون ذو نوعية جيدة ويشمل<br>العمل التنظيف الجيد للزجاج المكسر وكل ما يتطلبه العمل<br>الجيد . .   |      |       |         |          |
| 7   | <b>Emulsion Painting works:</b><br>Supplying materials, tools and manpower necessary to paint the interior walls with three-layer of emulsion painting, the job includes cleaning the walls and removing the dirt and dust before painting with all required works to complete the Job.                                    | M2   | 1,250 |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |      |       |         |          |
|---|---|------|-------|---------|----------|
|   | Item Description  | Unit | Qty   | Price\$ | Total \$ |
|   | <p><b>اعمال الصبغ الداخلي :</b><br/> تجهيز المواد والمعدات اللازمة لصبغ الغرف والممرات وغرفة الاستعلامات بصبغ الاموشن نوعية جيدة ويشمل العمل تنظيف الجدران وإزالة الأوساخ والغبار قبل الطلاء مع جميع المتطلبات اللازمة لإكمال العمل الجيد.</p>  |      |       |         |          |
| 8   | <p><b>Oil Painting:</b> Supply of materials, tools and manpower to paint the rooms, halls, and reception walls skirting at 1.20m height with 3 layers of oil paint, the price includes cleaning of the walls, removing of dirt and dust before applying the paint with all required works to complete the Job.</p> <p><b>اعمال الصبغ الدهني :</b><br/> تجهيز المواد والمعدات اللازمة لصبغ الغرف والممرات وغرفة الاستعلامات بصبغ دهني نوعية جيدة تركي بارتراف (1.2) ثلاث طبقات ويشمل العمل تنظيف الجدران وإزالة الأوساخ والغبار قبل الطلاء مع جميع المتطلبات اللازمة لإكمال العمل الجيد.</p> | M2   | 400   |         |          |
| 8   | <p><b>Plastic painting works:</b><br/> Supplying materials, tools and manpower necessary to paint the exterior walls and fence with three-layer of silicon (water proof) painting, the job includes cleaning the walls and removing the dirt and dust before painting with all the required works to complete the Job.</p> <p><b>اعمال الصبغ الخارجي</b><br/> تجهيز المواد والمعدات اللازمة لصبغ السياج الخارجي وواجهة البناية و بصبغ بلاستيكي نوعية جيدة بثلاث طبقات ويشمل العمل تنظيف الجدران وإزالة الأوساخ والغبار قبل الطلاء مع جميع المتطلبات اللازمة لإكمال العمل الجيد.</p>         | M2   | 1,000 |         |          |
| 9   | <p><b>Suspended ceiling:</b> Supplying materials, tools and manpower to install false ceiling 60*60 cm (Gypsum boards) using necessary accessories Z,L, T sections, galvanized steel wire hanger 2mm for fixing with the roof by screws The price includes the removal of old damaged suspended ceiling with all the required works to complete the Job.</p>  | M2   | 100   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |       |         |          |
|---|--|------|-------|---------|----------|
|   | Item Description   | Unit | Qty   | Price\$ | Total \$ |
|   | <p><b>السقوف البلاستيكية</b><br/> تجهيز المواد والمعدات اللازمة لتركيب سقف ثانوية بلاستيكية (60*60) شاملا السعر تجهيز وتركيب البلاط اللازمة لاتمام العمل لغرفة المدير والاجتماعات والاستعلامات مع كل ما يتطلبه العمل</p>   |      |       |         |          |
| 10  | <p><b>Plastic walls:</b> Supply of materials, tools, and manpower for plastic strips 30*270cm, 1 cm thick to cover the wall of the manager room, the price should includes PVC skirting , fixing to the wall by screw with all the required works to complete the Job.</p> <p><b>تغليف جدران :</b><br/> تجهيز المواد والمعدات والايدي العاملة لتغليف جدران غرفة المدير من الداخل باستخدام الشرائط البلاستيكية 30*270سم وازارة بلاستيك والتنبيت بواسطة البراغي على الحدران مع كافة الملحقات مع كل ما يتطلبه العمل</p> | M2   | 90    |         |          |
| 11  | <p><b>Roof maintenance:</b> Supply of materials tools and manpower to maintain the roof by removing the old mastic and applying new mastic to fill all the joint using cauterizing with all the required works to</p> <p><b>صيانة السطح :</b> تجهيز المواد والمعدات اللازمة لصيانة السطح بعد رفع مادة الماستك من المفاصل القديمة ووضع ماستك جديد مع الكوي وكل ما يتطلبه العمل .</p>  | ML   | 1,000 |         |          |
| 12  | <p><b>Ceramic floor tiles:</b> Supply of materials, tools and manpower for ceramic floor tiles 40*40cm, 1cm thick, absorption between 10-15%, the work include cement mortar (1:3) for bedding, white grout to fill the joint and pointing, with all the required works to complete the Job.</p> <p><b>ارضيات سيراميك :</b><br/> تجهيز المواد والمعدات لصف الارضية بكاشي سيراميك قياس (40*40) سم باستخدام مونة السمنت واستخدام مونة السمنت الابيض لمليء المفاصل يشمل العمل ازالة الكاشي القديم</p>                   | M2   | 25    |         |          |
| 13  | <p><b>Ceramic walls:</b> Supply of materials, tools and manpower for ceramic wall tiles skirting 30*60cm, 1 cm thick at 1.2m height, absorption between 10-15%, the work include cement mortar for bedding (1:3), white grout to fill the joint and pointing,</p>  | M2   | 30    |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
|   | with all the required works to complete the Job.  |      |     |         |          |
|   | سراميك الجدران:<br>تجهيز المواد والمعدات لصف الجدران بمادة السيراميك (30*60) سم نوعية جيدة بارتفاع 1.2 سم وباستخدام مونة السمنت للتثبيت ومونة السمنت الابيض لمليء المفاصل مع كل مايلزم لانجاز العمل   |      |     |         |          |
|   | <b>Subtotal for civil works</b>   |      |     |         |          |
|   | <b>Sanitary Works</b>   |      |     |         |          |
| 1   | PVC pipe: Supply of materials, tools and manpower to install 4" PVC pipes, PN 4 bar for the sanitary system from the WC and wash basin to the septic tank with suitable slop, the price should include all the related accessories, fittings, joints, and 40*40 cm manholes every 6m, with all the required works to complete the Job.              | ML   | 90  |         |          |
|   | انابيب بلاستيك : تجهيز المواد والمعدات اللازمة لمد انابيب بلاستيك الى الشبكة الرئيسية بقطر (4) انج ويتضمن العمل تثبيت منهولات كل 4 امتار مع مراعاة الميل وكذلك يتضمن العمل التاسيسات الصحية للمياه الثقيلة باستخدام انابيب بلاستيك قطر 4 انج مع كافة التوصيلات والعكوس  |      |     |         |          |
| 2   | <b>Wash Basin:</b> Supply of materials, tools and manpower to install ceramic wash basin, with water mixer hot and cold, high pressure connection steel hose, chromium plated stop valves, flex drain hose and all related accessories, the price should include removing of the old damaged basin with all the required works to complete the Job. | EA   | 2   |         |          |
|   | مغاسل : تجهيز المواد والعدة والايدي العاملة لقلع المغاسل القديمة وتجهيز مغاسل سيراميك جديدة مع القاعدة والخلاط وانابيب الماء الحار والبارد وصوئدة التصريف والاقفال والتثبيت الجيد بالبراغي والواشرات .  |      |     |         |          |



| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
| 3   | <b>Ceramic eastern W.C:</b> Supplying materials, tools and manpower to remove the damaged eastern style toilets and install new one best quality with gully trap, water connections all accessories and requirements to complete a good work.  | EA   | 2   |         |          |
|   | <b>2- المرافق الشرقية :</b><br>تجهيز مواد والعدة والايدي العاملة لقلع المرافق المتضررة وتركيب مرافق جديد مع كل المتطلبات مع حنفية مع ربط الماء وكل ما يتطلبه لاكمال العمل بصورة جيدة   |      |     |         |          |
| 4   | <b>Siphon:</b><br>Supplying materials, tools and manpower to install best quality siphon with locks valves, water hose connection and all accessories to complete a good work.   | EA   | 2   |         |          |
|   | <b>سيفون :</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب سيفون نوع جيد مع الاقفال مع كافة الملحقات ومن اجود الانواع شاملا السعر كل ما يتطلبه العمل   |      |     |         |          |
| 5   | <b>Water tank:</b> Supplying materials, tools and manpower to install galvanized water tank 1400 later of plate gauge 16 cylindrical shape supported by steel base made from 2-inch angle shape including the connection of the inlet and outlet pipes. The work includes all piping and fittings, Valves, float valves, accessories and all requirements to complete a good work. | EA   | 2   |         |          |
|   | <b>خزان الماء:</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب خزانات ماء اسطوانية الشكل سعة 1400 لتر من البليت كيج 18 مع قاعدة من حديد الزاوية 2 انج مع ربط الصاعد والنازل شاملا كل ما يتطلبه العمل من انابيب الربط وملحقات اقفال طوافات .  |      |     |         |          |
|   | <b>Subtotal for Sanitary Works</b>   |      |     |         |          |
|   | <b>Electric works</b>  |      |     |         |          |
| 1   | <b>Electrical Cable:</b> Supply of materials, tools and manpower to install main cable, cross section 4*25mm from main source to the main distribution board the price should includes cable ties for fixing with all the  | ML   | 15  |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
|   | required works and accessories to complete the Job  |      |     |         |          |
|   | الكيبيل الرئيسي<br>تجهيز وتأسيس قابلو رئيسي من المصدر الى اللوحة الرئيسية قياس (4*25) ملم مع كل ما يتطلبه العمل .   |      |     |         |          |
| 2   | <b>Main board</b><br>Supply of materials, tools and manpower for the installation and operation of the main distribution board consists of:<br>1- Kilo watt hour meter.<br>2-metal painted box (60*80*40) cm<br>3-Main circuit(three-phase) capacity of 125 AMP best origin.<br>4-secondary circuit(three-phase) capacity of 50 AMP. 5-power light indicator 2 pcs<br>6- power measurement 90 A | LS   | 1   |         |          |
|   | <b>البورد الرئيسي</b><br>تجهيز وتركيب وتشغيل لوحة توزيع رئيسية تتكون من :<br>1- عداد قياس القدرة (ميزانية ) ثلاثي الطور قدرته عن 90مب<br>2- صندوق حديدي جيد الصنع ذو ابعاد (40*80*60)<br>3- قاطع رئيسي ثلاثي<br>4- قاطع الطور سعة 125 مب<br>فرعي ثلاثي الطور سعة 50 امبير<br>5- مصابيح الاشارة مع كل ما يتطلبه العمل  |      |     |         |          |
| 3   | <b>Cables</b> Supply of materials, tools and manpower to connect Cable (4x16 mm2) from the main board to the sub-panels using trunk cable 25mm with all required works to complete the Job.   | ML   | 30  |         |          |
|   | تجهيز وتأسيس قابلو من اللوحة الرئيسية الى اللوحات الفرعية قياس 4*16 ملم مع كل ما يتطلبه العمل   |      |     |         |          |
| 4   | <b>SDB 12 circuit</b><br>Supply of materials, tools and manpower to connect, and commissioning of electrical Sub-distribution board (12 circuit) different capacities with main circuit breaker three phase 60 Amp with all required works to complete the Job.   | EA   | 2   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
|   | البورد الثانوي :<br>تجهيز وتركيب وتشغيل لوحة توزيع فرعية سعة 12 خط<br>مع قاطع رئيسي ثلاثي الطور سعة 63 امبير وقواطع<br>فرعية لاتقل سعتها عن 32 امبير وذو نوعية جيدة مع كل<br>ما يتطلبه العمل   |      |     |         |          |
| 5   | <b>Switch 13A</b><br>Supply of materials, tools and manpower to connect and install electrical source intake (Switch Plug) 13Amp best quality type using cable (2*2.5mm) with all required works to complete the Job.<br><br><b>مأخذ 13/امبير</b><br>تجهيز وتركيب وتشغيل بلك سويج 13 امبير اوري المنشا<br>باستخدام قابلو 2*2.5 ملم مع كل ما يتطلبه العمل   | EA   | 35  |         |          |
| 6   | <b>Fluorescent Light</b><br>Supply of materials, tools and manpower to connect and install Fluorescent light size (4 feet ,40 watt) good quality using wires (2*1.5mm2) for connection, with power key good quality and all required works to complete the Job.<br><br><b>انارة فلورسنت :</b><br>تجهيز وتركيب وتشغيل انارة فلورسنت الكتروني نوعية<br>جيدة من منشأ اوري حجم 4 قدم 40 واط مع تاسيس نقطة<br>باستخدام سلك قياس 2 * 1.5 ملم مع مفتاح التشغيل نوعية<br>جيدة المنشأ مع كل ما يتطلبه العمل . | EA   | 22  |         |          |
| 7   | <b>Ceiling Fan</b><br>Supply of materials, tools and manpower to connect and install electrical ceiling fan size (56 in) cm good brand using wire size (2*1.5mm) with power key and all accessories to complete the job.<br><br><b>مروحة سقفية :</b><br>تجهيز وتركيب وتشغيل مروحة سقفية 56 انج مع المنظم<br>نوعية جيدة من منشأ رصين مع تاسيس نقطة باستخدام<br>سلك قياس 2 * 1.5 ملم ومفتاح تشغيل مع كل ما يتطلبه<br>العمل   | EA   | 7   |         |          |
| 8   | <b>Ceiling Fan60x60 cm</b> Supply of materials, tools and manpower to connect and install electrical ceiling fan size 60x60 cm specially for false ceiling multi speeds with remote control using wire size (2*1.5mm) to   | EA   | 5   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
|   | connect with all accessories to complete the job.  |      |     |         |          |
|   | <b>مروحة سقفية (للسقف الثانوي)</b><br>تجهيز وتركيب وتشغيل مروحة سقفية (60*60) سم انج خاصة للسقف الثانوي مع ريمونت والمنظم نوعية جيدة ومن منشأ رصين مع تأسيس نقطة باستخدام سلك قياس 1.5*2 ملم ومفتاح تشغيل مع كل ما يتطلبه العمل .  |      |     |         |          |
| 10  | <b>LED light</b><br>Supply of materials, tools and manpower to connect and install LED light bracket size 60x60 cm 25 watts using single wires (1.5mm2) for connection, the work includes the test and operation and all required to complete the job.   | EA   | 30  |         |          |
|   | <b>انارة ليد :</b><br>تجهيز وتركيب وتشغيل تراكيب انارة ليد قياس 60*60 سم وباستخدام اسلاك مفردة 1,5 ملم مع كافة مايلزم لاكمال العمل .   |      |     |         |          |
| 11  | <b>Electric bell</b><br>Supply of materials, tools and manpower for the installation and operation of electrical bell using wire (2*1.5mm2) and power key  | EA   | 1   |         |          |
|   | <b>جرس كهربائي</b><br>تجهيز وتركيب وتشغيل جرس كهربائي (بيانو) مع تأسيس باستخدام سلك (1.5*2) ملم 2 ومفتاح خاص مع كل ما يتطلبه العمل .   |      |     |         |          |
| 12  | <b>Split Unit 2 T</b><br>Supply of materials, tools and manpower to connect and commissioning new Air-conditioning units (Split Unit Type) supper quiet, Cooling/Heating (2.0 ton or 24000 BTU) working with ambient temperature ( - 2 to 55 degree). The price includes complete electrical connection works using cable 3x4mm2 and switch 32 A, the work includes the removal of the damaged units with all the required works to complete the Job. (See Section 10 Annex-2) | EA   | 6   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
|   | <p><b>وحدة تكييف جدارية :</b><br/> تجهيز وتركيب وحدة تكييف جدارية ( سبلت ) 2 طن تدفئة وتبريد يعمل بدرجة حرارة (من -2 الى 50 )مئوية يشمل العمل التركيب والربط بين وحدة الداخل والخارج بانابيب الغاز والكيبل الكهربائي 3*4 ملم 2 وسويج تحكم 32 امبير وخرطوم تصريف الماء مع ازالة الوحدة المتضررة القديمة وكل ما يلزم لاكمال العمل</p>  |      |     |         |          |
| 13  | <p><b>Split Unit 1.5 T</b><br/> Supply of materials, tools and manpower to connect and commissioning new Air-conditioning units (Split Unit Type) supper quiet, Cooling/Heating (1.5 ton or 18000 BTU) working with ambient temperature ( - 2 to 55 degree). The price includes complete electrical connection works using cable 3x4mm2 and switch 32 A, the work includes the removal of the damaged units with all the required works to complete the Job. (See Section 10 Annex-3)</p> <p><b>وحدة تكييف جدارية :</b><br/> تجهيز وتركيب وحدة تكييف جدارية ( سبلت ) 1.5طن تدفئة وتبريد يعمل في درجة حرارة (من -2 الى 50 درجة مئوية)يشمل العمل التركيب والربط بين وحدة الداخل والخارج بانابيب الغاز والكيبل الكهربائي 3*4 ملم وسويج تحكم 32 امبير وخرطوم تصريف الماء مع ازالة الوحدة المتضررة القديمة وكل ما يلزم لاكمال العمل .</p> | EA   | 1   |         |          |
| 14  | <p><b>Water Boiler</b><br/> Supply of materials, tools and manpower for the installation and operation of isolated water boiler capacity of 120 liters with heater 3000 Watt, anti-corrosion coat, with heating element and safety valve, the works include all necessary fittings and accessories, connection with the main electrical source using cable (2*4mm2) and switch 32 amps with all required to complete the work.</p> <p><b>سخان ماء :</b><br/> تجهيز وتركيب وتشغيل سخان ماء (كيزر)سعة 60 لتر نوعية جيدة ومن منشأ رصين مع تاسيس نقطة باستخدام قابلو (2*4ملم 2) وسويج سعة 32 امبير مع كل ما يتطلبه العمل .</p>   | EA   | 2   |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
| 15  | <b>Exhaust Fan 6"</b><br>Supply materials, tools and manpower to connect and install exhaust fan 6 inch using single wire size (2* 1.5 mm2) with operation key and all the fixing requirements and all accessories to complete a good work.   | EA   | 2   |         |          |
|   | <b>مفرغة هواء</b><br>تجهيز وتركيب وتشغيل مفرغة هواء (ساحبة 6 انج ) مع تاسيس نقطة باستخدام سلك قياس 2*1.5 ملم ومفتاح تشغيل مع كل ما يتطلبه العمل .   |      |     |         |          |
| 16  | <b>Water pump</b> Supplying materials, tools and manpower to connect water pump (1hp), Q=3M3/Hr., H=20M with, manual lock valve. The work includes the electrical connection using cable 2x2.5 mm, with all accessories and requirements to complete a good work. (See Section 10: Annex-5) | EA   | 4   |         |          |
|   | <b>مضخة ماء :</b><br>تجهيز وتركيب مضخة ماء 1 حصان وبمواصفات ( Q=3m3/hr, H=20 ) مع قفل ماء وكافة ملحقات الانابيب اللازمة ويشمل السعر الربط الكهربائي بكابل 2.5*2 ملم مع كل مايلزم لاكمال العمل .   |      |     |         |          |
| 17  | <b>External lighting:</b><br>Supply and installation of external lighting Projectors the size of 400 watts' good quality with the establishment and connection using wire (2*2.5mm2) and switch 10 AMP good quality with all required to complete the work.                                 | EA   | 1   |         |          |
|   | <b>انارة خارجية :</b><br>تجهيز وتركيب انارة خارجية (Projectors) حجم 400 واط نوعية جيدة مع تاسيس نقطة كهربائية باستخدام سلك (2*2.5ملم) ملم ومفتاح تشغيل لاتقل سعته عن 10 امبير نوعية جيدة مع كل ما يتطلبه العمل .  |      |     |         |          |
| 18  | <b>Water proof lighting:</b><br>Supply and install of water proof lighting with economic light, power key good quality using wire (2*2.5mm2) with all required to complete the work.  |      |     |         |          |

| Renovation of Rabia District Directorate - Rabia - Ninawa Governorate |   |  |     |         |          |
|---|---|--|-----|---------|----------|
|   | Item Description  | Unit   | Qty | Price\$ | Total \$ |
|   | انارة مطرية :<br>تجهيز وتركيب انارة مطرية نوعية جيدة مع تاسيس نقطة كهربائية باستخدام سلك (2*2.5ملم) ملم ومفتاح تشغيل نوعية جيدة مع كل ما يتطلبه العمل .   | EA   | 2   |         |          |
| 19  | <b>DIESEL GENERATING:</b><br>Supplying, install, connect and commissioning electrical generator 50KVA silent type (See Section 10: Annex-1)<br><b>مولدة كهربائية:</b><br>تجهيز وتركيب وتوصيل وتشغيل مولد كهربائي KVA 50 نوع صامتة كما المواصفات في ( Electrical ) Annex Generator | EA   | 1   |         |          |
|   | <b>for Electrical Works Subtotal</b>  |  |     |         |          |
|   | <b>Total</b>  |  |     |         |          |
|   | NOTES   | ملاحظات  |     |         |          |
|   | 1- All the works of cables and wires for building is encapsulated using cable (Tray) and as directed by the supervising engineer  | 1- يكون التأسيس ظاهري على ان يتم تغليف الكيبلات والاسلاك باستخدام كيبل تري وحسب توجيهات المهندس المشرف |     |         |          |
|   | 2- The executing agency is committed to providing material samples before processing for the purpose approved by the supervising engineer   | 2- تلتزم الجهة المنفذة بتقديم نماذج المواد قبل تجهيزها لغرض الموافقة عليها من قبل المهندس المشرف       |     |         |          |

| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |   |      |      |         |          |
|---|---|------|------|---------|----------|
|   | Item Description  | Unit | Qty  | Price\$ | Total \$ |
|   | <b>civil works</b>  |      |      |         |          |
| 1   | <b>Emulsion Painting works:</b><br>Supplying materials, tools and manpower necessary to paint the interior walls with three-layer of emulsion painting, the job includes cleaning the walls and removing the dirt and dust before painting with all required works to complete the Job.<br><b>اعمال الصبغ بالاموشن:</b> تجهيز مواد والايدي العاملة والصبغ بالاموشن نوعية جيدة (3) قوط للسقوف والجدران الداخلية وتنظيف الجدران وازالة الاوساخ والغبار ومعالجة كافة الشقوق والفطور مع كل ما يتطلبه انجاز العمل بصورة جيدة . | m2   | 1200 |         |          |

| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
| 2   | <b>Oil Painting:</b> Supply of materials, tools and manpower to paint the interior walls skirting at 1.50m height with 3 layers of oil paint, the price includes cleaning of the walls, removing of dirt, dust, and repairing of cracks before applying the paint with all required works to complete the Job.  | m2   | 500 |         |          |
|   | اعمال الصبغ الدهني :<br>تجهيز مواد والصبغ والايدي العاملة بالصبغ الدهني من الداخل بارتفاع (1.5) , وتنظيف الجدران وازالة الاوساخ والغبار ومعالجة كافة الشقوق والفطور مع كل ما يتطلبه انجاز العمل بصورة جيدة .  |      |     |         |          |
| 3   | <b>Wooden doors work:</b> Supplying materials, tools and manpower to install wooden doors (Teak Wood) dimensions 2.1x1.0m with handles, lock and all accessories. The work includes filling the door with strips every 10cm, painting with 2 layers of oil based paint, with all the required works to complete the Job.  | EA   | 16  |         |          |
|   | ابواب خشبية: تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب ابواب خشبية بابعاد 2.1×1 م مع الكيلون وكافة الملحقات الاخرة وتكون مسافة الحشو الداخلي للباب بمقدار لايزيد عن 10 سم بين تريشة واخرى شاملا السعر صبغ الابواب من الجهتين بالاصباغ الدهنية مع كل ما يتطلبه العمل .  |      |     |         |          |
|   | <b>Subtotal for Civil Works</b>   |      |     |         |          |
|   | <b>Sanitary works</b>   |      |     |         |          |
| 1   | <b>4"PVC pipe:</b> Supply of materials, tools and manpower to install 4" PVC pipes, PN 4 bar for the sanitary system from the WC to the septic tank with suitable slop, the price should include covering the pipe by 10cm concrete mortar, all the related accessories, fittings, joints, and 40*40 cm manholes every 6m, with all the required works to complete the Job. | M.L  | 50  |         |          |



| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
|   | <p><b>انابيب بلاستيك :</b><br/> تجهيز مواد وتركيب انابيب مجاري من البلاستيك ضغط عالي من النوع الجيد الخاصة بالمرافق قياس 4 انج ويتم تغليف الانابيب بالكونكريت العادي سمك 10 سم وتركيب المنهولات وحسب الحاجة ومراعاة الميل المطلوب ويشمل كافة متطلبات العمل والربط بين المراحيض والمنهولات وحوض التعفين .</p>  |      |     |         |          |
| 2   | <p><b>3"PVC pipe:</b> Supply of materials, tools and manpower to install 3" PVC pipes, PN 4 bar for the sanitary system from the wash basin to the septic tank with suitable slop, the price should include covering the pipe by 10cm concrete mortar, all the related accessories, fittings, joints, and 40*40 cm manholes every 6m, with all the required works to complete the Job.</p> <p><b>انابيب بلاستيك :</b><br/> تجهيز مواد وتركيب انابيب مجاري من البلاستيك ضغط عالي من النوع الجيد الخاصة ( 3 انج ) بالنسبة للمغاسل ويتم تغليف الانابيب بالكونكريت العادي سمك 10 سم وتركيب المنهولات وحسب الحاجة ومراعاة الميل المطلوب ويشمل كافة متطلبات العمل والربط بين المغاسل وحوض التعفين .</p> | M.L  | 30  |         |          |
| 3   | <p><b>Galvanized pipe:</b> Supply of materials, tools and manpower to install and connect Galvanized 3?4" pipe for the wash basin, the price should have included all related accessories and required works to complete the Job.</p> <p><b>انابيب مغلونة :</b><br/> تجهيز وتركيب انابيب حديد مغلونة 4/3 انج للمغاسل مع كل الملحقات وكل ما يتطلبه لانجاز العمل بشكل جيد .</p>   | M.L  | 30  |         |          |
| 4   | <p><b>Ceramic eastern W.C:</b> Supplying materials, tools and manpower to remove the damaged eastern style toilets and install new one best quality with gully trap, PVC pipe connection and all requirements to complete a good work.</p> <p><b>المرافق الشرقية</b><br/> تجهيز مواد والعدة والايدي العاملة لقلع المرافق المتضررة مع السيفون وتركيب مرافق جديد مع كل المتطلبات مع حنفية مع ربط الماء وكل ما يتطلبه لاكمال العمل بصورة جيدة</p>  | EA   | 3   |         |          |

| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
| 5   | <b>Siphon:</b><br>Supplying materials, tools and manpower to install best quality siphon with locks valves, water hose connection and all accessories to complete a good work.  | EA   | 3   |         |          |
|   | <b>سيفون :</b><br>تجهيز المواد والايدي العاملة اللازمة لتركيب سيفون نوع جيد مع الاقفال مع كافة الملحقات ومن اجود الانواع شاملا السعر كل ما يتطلبه العمل   |      |     |         |          |
| 6   | <b>Wash Basin:</b> Supply of materials, tools and manpower to install ceramic wash basin, with water mixer hot and cold, high pressure connection steel hose, chromium plated stop valves, flex drain hose and all related accessories, the price should include removing of the old damaged basin with all the required works to complete the Job. | EA   | 3   |         |          |
|   | <b>مغاسل :</b><br>تجهيز مواد والعدة والايدي العاملة لقلع المغاسل القديمة وتجهيز مغاسل سيراميك مع القاعدة والخلط وانابيب الماء الحار والبارد وصونده التصريف والاقفال والتنشيط الجيد بالبراغي والواشرات.  |      |     |         |          |
|   | <b>Subtotal for Sanitation Works</b>  |      |     |         |          |
|   | <b>Electricals Works</b>  |      |     |         |          |
| 1   | <b>Electricals maintenance Works</b><br>Supply materials, tools and manpower to check and replace the damaged wires, cables, switches, switch plugs, the work includes testing and operating using all accessories to complete the job.   | LS   | LS  |         |          |
|   | <b>اعمال صيانة كهربائية :</b><br>تجهيز المواد والاسلاك والسويجات ومن الانواع الجيدة وكل ما يحتاجه العمل لتأسيس وتركيب وتغذية وتوصيل مع اكمال العمل بصورة جيدة .   |      |     |         |          |
| 2   | <b>Split standing Unit</b><br>Supplemental and connect new Air-conditioning units (Split Unit Type) good quality, (Cooling /Heating) (5 ton) working with ambient temperature ( -2 to 55 degree). The price includes complete electrical connection works using cable   | EA   | 4   |         |          |

| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |  |      |     |         |          |
|---|--|------|-----|---------|----------|
|   | Item Description   | Unit | Qty | Price\$ | Total \$ |
|   | <p>4x4mm<sup>2</sup>, with all requirements to complete a good work. (See Section 10 Annex-4)</p> <p><b>وحدة تكييف عامودية :</b><br/> تجهيز ونصب وتشغيل جهاز تبريد وتدفئة سعة (4) طن للقاعة الكبيرة من النوع الجيد ويعمل في درجة حرارة (-2 الى 55 درجة مئوية) ومن افضل ما موجود في الاسواق وحسب توجيهات المهندس المشرف مع كافة الملحقات من انابيب الغاز وانبوب تصريف الماء وكافة التوصيلات الكهربائية واستخدام كابل 4*4 ملم 2 الحماية اللازمة مع اكمال العمل بصورة جيدة .</p>  |      |     |         |          |
| 3   | <p><b>Split Unit 2 ton</b><br/> Supply, install and connect new Air-conditioning units (Split Unit Type) good quality, Cooling/Heating (2 ton) working with ambient temperature ( -2 to 55 degree). The price includes complete electrical connection works using cable 3x4mm<sup>2</sup> and switch 32 A, with all requirements to complete a good work. (See Section 10 Annex-2)</p> <p><b>وحدة تكييف جدارية :</b><br/> تجهيز ونصب وتشغيل جهاز تبريد وتدفئة سعة (2) طن للقاعة الكبيرة من النوع الجيد ويعمل في درجة حرارة (-2 الى 55 درجة مئوية) ومن افضل ما موجود في الاسواق وحسب توجيهات المهندس المشرف مع كافة الملحقات من انابيب الغاز وانبوب تصريف الماء وكافة التوصيلات الكهربائية واستخدام كابل 4*3 ملم 2 مع مفتاح التشغيل الحماية اللازمة مع اكمال العمل بصورة جيدة .</p> | EA   | 3   |         |          |
| 4   | <p><b>Split Unit 1.5 ton</b><br/> Supply, install and connect new Air-conditioning units (Split Unit Type) good quality, Cooling/Heating (1.5 ton) working with ambient temperature ( -2 to 55 degree). The price includes complete electrical connection works using cable 3x4mm<sup>2</sup> and switch 32 A, with all requirements to complete a good work. (See Section 10 Annex-2)</p>   | no   | 5   |         |          |

| Renovation of Rabia Council Building - Rabia - Ninawa Governorate |   |      |     |         |          |
|---|---|------|-----|---------|----------|
|   | Item Description  | Unit | Qty | Price\$ | Total \$ |
|   | <p>وحدة تكييف جدارية :</p> <p>تجهيز ونصب وتشغيل جهاز تبريد وتدفئة سعة (1.5) للفاقة الكبيرة من النوع الجيد ويعمل في درجة حرارة (-2 الى 55 درجة مئوية), ومن افضل ما موجود في الاسواق وحسب توجيهات المهندس المشرف مع كافة الملحقات من انابيب الغاز وانبوب تصريف الماء وكافة التوصيلات الكهربائية واستخدام كابل 4*3 ملم مع مفتاح التشغيل والحماية اللازمة مع اكمال العمل بصورة جيدة .</p> |      |     |         |          |
|   | Subtotal for Electricals Works  |      |     |         |          |
|   | Grand Total   |      |     |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|--|--|------|-----|---------|----------|
|  | Item Description   | Unit | Qty | Price\$ | Total \$ |
|  | <b>civil works</b>   |      |     |         |          |
| 1  | <b>Site cleaning:</b> Supply of materials, tools and manpower to demolish the affected part of the building, the works include removal all debris and rubble outside the site to allocation approved by the local authority.   | LS   | 1   |         |          |
|  | <b>تنظيف الموقع ورفع الانقاض</b><br>تجهيز المواد والعدد والاليات والأيدي العاملة اللازمة لهدم الأماكن المتضررة من البناية ثم إزالتها وتنظيف الموقع من كافة الأنقاض والمواد التالفة ونقلها الى خارج الموقع.   |      |     |         |          |
| 2  | <b>Masonry works:</b> Supply materials, tools and manpower to construct 20cm solid concrete block 15*20*40cm with cement mortar (1:3), the work includes expansion joint, filling the Joint from both side with cement mortar with all the required works to complete the Job. | M2   | 50  |         |          |
|  | <b>اعمال البناء :</b><br>تجهيز المواد والعدة والايدي العاملة لاعادة بناء السياج المتضرر بسمك 20 سم باستخدام بلوك (15*20*40)سم مع مونة اسمنت (1:3) مع فواصل التمدد وكل ما يتطلبه لانجاز العمل بصورة جيدة  |      |     |         |          |
| 3  | <b>Cement plastering:</b> Supplying materials, tools and manpower for plastering in three layers the external walls & fence by cement mortar 1:3, the wall face should be smooth, leveled horizontally and vertically, with all required works to complete the Job.            | M2   | 50  |         |          |
|  | <b>اعمال التبيخ :</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة للقيام بلبخ جدران السياج من الداخل والخارج بمونة الاسمنت 1:3 مع كل ما يتطلبه اكمل العمل بصورة جيدة .  |      |     |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |       |         |          |
|--|---|------|-------|---------|----------|
|  | Item Description  | Unit | Qty   | Price\$ | Total \$ |
| 4  | <b>Plastic painting works:</b><br>Supplying materials, tools and manpower necessary to paint the exterior walls and fence with three-layer of silicon (water proof) painting, the job includes cleaning the walls and removing the dirt and dust before painting with all the required works to complete the Job.   | M2   | 1,000 |         |          |
|  | <b>اعمال صبغ الخارجي :</b><br>تجهيز مواد والقيام بأعمال صبغ الجدران الخارجية للبناية والسياح بالأصباغ البلاستيكية و من اجود الانواع ثلاث طبقات ويشمل العمل القيام بأعمال التنظيف الجيد وإزالة الأوساخ والغبار قبل الطلاء مع كل ما يتطلبه اكمال العمل بصورة جيدة .   |      |       |         |          |
| 5  | <b>Emulsion Painting works:</b><br>Supplying materials, tools and manpower necessary to paint the interior walls with three-layer of emulsion painting, the job includes cleaning the walls and removing the dirt and dust before painting with all required works to complete the Job.   | M2   | 450   |         |          |
|  | <b>اعمال صبغ الاموشن الداخلي:</b><br>تجهيز مواد والقيام بأعمال صبغ الجدران الداخلية بالأصباغ الاموشن من اجود الانواع ثلاث طبقات ويشمل العمل القيام بأعمال التنظيف الجيد مع كل ما يتطلبه اكمال العمل بصورة جيدة .  |      |       |         |          |
| 6  | <b>Main Gate:</b> Supplying and installing hollow metal coated sliding door 4*3m using gauge 16, partitions every 20cm (40*40*15mm) covered with steel plate from both sides, frame 50*50*4mm, the work include all necessary fixing, hinges, locks and keys, insulation with Styrofoam, mastic, hardware, and painting with Anti rust paint and three layers of oil based paint .The price include steel rail support from both sides every 60cm, casting concrete base to fix the rail and the door, removing the old door with all the required works to complete the Job. | M2   | 12    |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|--|---|------|-----|---------|----------|
|  | Item Description  | Unit | Qty | Price\$ | Total \$ |
|  | <p><b>باب حديدى للبوابة الرئيسية:</b><br/> تجهيز وتركيب باب سلايد للمدخل الرئيسي<br/> قياس 3*4 م باستخدام انابيب حديد مربعة<br/> 1.5*40*40 ملم وبليت كيج 16 مع الملبن و<br/> الكيلون والسكة وعمل نتوءات كل (60سم)<br/> لتنشيت السكة من الطرفين مع صب قواعد<br/> كونكريتية لتنشيت الباب والسكة ويشمل العمل<br/> الصبغ بمانع الصدأ والصبغ الدهني و كل ما<br/> يتطلبه لانجاز العمل بصورة جيدة مع رفع الباب<br/> القديم.</p>  |      |     |         |          |
| 2  | <p><b>Cast Concrete:</b> Supply of materials, tools and manpower to cast concrete 1:2:4 (25 MPa) for the parking area, 15cm thick, reinforced by B.R.C 4mm diameter 15*15cm, the price include expansion joint every 4m in each direction, the top face should be smooth and leveled with all the required works to complete the Job.</p> <p><b>صب ارضية :</b><br/> تجهيز مواد والعدد والايدي العاملة اللازمة للقيام بصب<br/> كونكريت (1:2:4) بسمك 15 سم للساحة , مسلح بشبكة<br/> B.R.C سمك (4ملم) و (15*15)سم, في الاتجاهين مع<br/> الصقل وعمل مفاصل التمدد كل 4 م في الاتجاهين مع<br/> كل ما يتطلبه العمل الجيد .</p> | m2   | 400 |         |          |
| 3  | <p><b>Shade:</b><br/> Supply materials, tools and manpower to install metal shed made of corrugated steel shed 1mm thick and 5m height, the works includes using steel pipe 60x40x1.5mm for the out-line frame and columns, 40x40x1.5mm for partition. The price should include 3" galvanized pipe for water drainage, paint the pipes with anti-rust paint, 3 layers of oil paint with all the required works to complete the Job.</p>   | m2   | 50  |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|--|--|------|-----|---------|----------|
|  | Item Description   | Unit | Qty | Price\$ | Total \$ |
|  | <p><b>سقيفة :</b><br/> تجهيز المواد والمعدات اللازمة والقيام بعمل سقيفة<br/> وبارتفاع ( 5 م ) بأستخدام البليت المضلع سمك ( 0,8<br/> ملم ) ومساند من الأنابيب الحديدية المربعة )<br/> 40x40x1.5mm60 (x40x1.5mm) وتثبيتها على<br/> الباجات التي تم تركيبها على وجه صبة القاعدة مع الأخذ<br/> بنظر الاعتبار عمل ميلان مناسب للسقيفة على ان تكون<br/> النهايات موصلة بأنابيب من الحديد المغلون قطر ( 3 انج)<br/> لغرض تصريف المياه مع كافة اعمال الحدادة شاملا<br/> السعر الطلاء بمادة مانع الصدأ والطلاء ألدهني للماح ( 3<br/> طبقات ) وباللون المناسب يحدد من قبل المهندس المشرف<br/> مع كل ما يتطلبه العمل لإنجاز العمل بصورة كاملة .</p>   |      |     |         |          |
| 4  | <p><b>Caravan (store)</b><br/> Supply materials, tools and manpower to<br/> install prefabricated Caravan (8 * 4) m.<br/> consists of a steel structure using a steel<br/> pipe 10 * 10 cm thickness of 3 mm, legs<br/> pipes 30 cm height, sandwich panel<br/> thickness of 5 cm density (40kg / m3) for<br/> walls and ceilings , wooden sheet type<br/> (plywood) thickness of 18 mm flooring,<br/> door size( 2.1 * 1 meter) PVC quality and<br/> handle lock , the electrical work ( 4<br/> economic Lighting bracket for external , 4<br/> socket of 13 AMP and install 4 Fluorescent<br/> light ceiling inside , Main circuit<br/> distribution of 8 line different capacities<br/> .the work includes all necessary to<br/> accomplish a good job, and according to<br/> the specifications</p> <p><b>تجهيز كرفان (مخزن)</b><br/> تجهيز المواد والعدد والاليات والأيدي العاملة اللازمة<br/> لانشاء كرفان (8*4)متر. مكون من هيكل حديدي من<br/> بوري حديد مربع (10*10)م سمك 3 ملم مع اللحيم .مع<br/> استخدام ساندوج بزل سمك 5 سم وكثافة (40كغم/متر<br/> 3)للجدران والسقوف مع استخدام الواح الخشب<br/> المضغوط سمك 18 ملم للارضيات . ويحتوي على باب<br/> (2*1)متر بلاستيكي نوع جيد مع الكيلون والقفل . كذلك<br/> يحتوي على انارة داخلية وخارجية وماخذ كهربائي 13<br/> امبير وقاطع دورة من ثمانية خطوط ويشمل العمل كل<br/> ما هو ضروري لاكمال العمل بصورة جيدة</p> | EA   | 1   |         |          |



| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|--|--|------|-----|---------|----------|
|  | Item Description   | Unit | Qty | Price\$ | Total \$ |
| 5  | <b>Wooden doors works:</b> Supplying materials, tools and manpower to install wooden doors (Teak Wood) dimensions 2.1x1.0m with handles, lock and all accessories. The work include filling the door with strips every 10cm, painting, with all the required works to complete the Job.                          | EA   | 5   |         |          |
|  | <b>اعمال الابواب الخشبية :</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة لقطع الابواب القديمة وتركيب ابواب خشب جاهزة بابعاد 2.1× 1 م مع الكيلون وكافة الملحقات الاخرة وتكون مسافة الحشو الداخلي للباب بمقدار لايزيد عن 10 سم بين تريشة واخرى مع كل ما يتطلبه اكمال العمل بصورة جيدة.                        |      |     |         |          |
| 6  | <b>Repair Steel windows:</b> Supply materials, tools and manpower to repair the damaged steel windows, including anti-insects wire mesh, handle, hinges and all requirements to complete a good work.  | LS   | 1   |         |          |
|  | <b>تصليح الشبابيك الحديدية :</b> تجهيز مواد والعدد والايدي العاملة اللازمة للقيام بصيانة الشبابيك الحديدية المتضررة شاملا العمل بتبديل سلك مانع الذباب واليديات وكل ما يتطلبه العمل الجيد .  |      |     |         |          |
| 7  | <b>PVC Door:</b> Supplying materials, tools and manpower for installing white PVC Door, 1*2.1m with 70 mm frame, the price should include handles, hinges and all related doors accessories with all the required works to complete the Job.   | EA   | 3   |         |          |
|  | <b>الابواب البلاستيكية :</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب ابواب بلاستيك بابعاد 2*1 متر مع الاطار 70 ملم مع اليديات وكافة الاكسسوارات وكل ما يتطلبه اكمال العمل بصورة جيدة .   |      |     |         |          |
| 8  | <b>Ceramic wall tiles:</b> Supply of materials, tools and manpower for ceramic wall tiles skirting 30*60cm, 1 cm thick at 1.2m height, absorption between 10-15%, the work include cement mortar for bedding (1:3), white grout to fill the joint and pointing, with all the required works to complete the Job. | M2   | 20  |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|--|---|------|-----|---------|----------|
|  | Item Description  | Unit | Qty | Price\$ | Total \$ |
|  | سيراميك الجدران :<br>تجهيز مواد والعدد والايدي العاملة اللازمة للقيام بتطبيق سيراميك للجدران وبمونة الاسمنت مع الشربت وعمل مفاصل التمدد , شاملا السعر كل ما يتطلبه اكمال العمل بصورة جيدة .   |      |     |         |          |
| 9  | <b>Ceramic floor tiles:</b> Supply of materials, tools and manpower for ceramic floor tiles 40*40cm, 1cm thick, absorption between 10-15%, the work include cement mortar (1:3) for bedding, white grout to fill the joint and pointing, with all the required works to complete the Job.   | M2   | 30  |         |          |
|  | سيراميك الارضيات :<br>تجهيز مواد والعدد والايدي العاملة للقيام باعمال قلع السيراميك المتضرر و تطبيق سيراميك جديد لكافة الأماكن المطلوبة قياس 40× 40 سم مع الشربت وعمل مفاصل التمدد مع المحافظة على ارتفاع الابواب 2 م مع كل ما يتطلبه العمل الجيد .   |      |     |         |          |
| 10   | <b>Suspended ceiling:</b> Supplying materials, tools and manpower to install false ceiling 60*60 cm (Gypsum boards) for the manager room, meeting and reception, using necessary accessories Z, L, T sections, galvanized steel wire hanger 2mm for fixing with the roof by screws the price includes the removal of old damaged suspended ceiling with all the required works to complete the Job. | M2   | 120 |         |          |
|  | اعمال السقوف الثانوية :<br>تجهيز المواد والمعدات اللازمة لتركيب سقوف ثانوية بلاستيكية (60*60) شاملا السعر تجهيز وتركيب البنات اللازمة لاتمام العمل لغرفة المدير والاجتماعات والاستعلامات مع كل ما يتطلبه العمل  |      |     |         |          |
|  | <b>Subtotal for Civil Works</b>   |      |     |         |          |
|  | <b>Sanitary works</b>   |      |     |         |          |
| 1  | <b>Wash Basin:</b> Supply of materials, tools and manpower to install ceramic wash basin, with water mixer hot and cold, high pressure connection steel hose, chromium plated stop valves, flex drain hose and all related accessories, the price should include removing of the old damaged basin  | EA   | 2   |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |  |      |     |         |          |
|--|--|------|-----|---------|----------|
|  | Item Description   | Unit | Qty | Price\$ | Total \$ |
|  | with all the required works to complete the Job.   |      |     |         |          |
|  | <b>مغاسل :</b><br>تجهيز المواد والعدة والايدي العاملة لقطع المغاسل القديمة وتجهيز مغاسل سيراميك جديدة مع القاعدة والخلاط وانابيب الماء الحار والبارد وصونده التصريف والاقفال والتثبيت الجيد بالبراغي والواشرات .   |      |     |         |          |
| 2  | <b>Ceramic eastern W.C:</b> Supplying materials, tools and manpower to remove the damaged eastern style toilets and install new one best quality with gully trap, water connections all accessories and requirements to complete a good work.  | EA   | 2   |         |          |
|  | <b>المرافق الشرقية :</b><br>تجهيز مواد والعدة والايدي العاملة لقطع المرافق المتضررة مع السيفون وتركيب مرافق جديد مع كل المتطلبات مع حنفية مع ربط الماء وكل ما يتطلبه لاكمال العمل بصورة جيدة   |      |     |         |          |
| 3  | <b>Siphon:</b><br>Supplying materials, tools and manpower to install best quality of siphon, locks valves, water hose and all accessories of best quality with complete water connections, the work includes the removal of the old siphon and all requirements to complete a good work. | EA   | 2   |         |          |
|  | <b>سيفون :</b><br>تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب سيفون نوع جيد مع الاقفال مع كافة الملحقات ومن اجود الانواع شاملا السعر كل ما يتطلبه العمل   |      |     |         |          |
|  | <b>Subtotal for Sanitary works</b>   |      |     |         |          |
|  | <b>Electricals Works</b>   |      |     |         |          |
| 1  | <b>Fluorescent:</b><br>Supplying materials, tools and manpower, to install, connect and commissioning best quality of fluorescent base 120 cm (4 Foot) with Lamp, and starter using wires 2*1.5mm and all accessories needed with all required works to complete the Job.                | EA   | 10  |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|--|---|------|-----|---------|----------|
|  | Item Description  | Unit | Qty | Price\$ | Total \$ |
|  | <p><b>فلورسنت :</b><br/> تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب وفحص وتشغيل قاعدة فلورسنت 120 سم مع المصباح والستارتر , والتأسيس باستخدام اسلاك 1.5*2 ملم شاملا السعر كل ما يتطلبه اكمال العمل بصورة جيدة .</p>   |      |     |         |          |
| 2  | <p><b>Switch 13 AMP:</b><br/> Supplying materials, tools and manpower to install, connect and commissioning best quality of (single, double, triple and quadruple) power switches using screw, cable 2*1.5mm and all required with test and operation in accordance and all requirements to complete a good work.</p> <p><b>سويچ 13 امبير:</b><br/> تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب وربط افضل نوعية من مفتاح القوة مفرد ، ثنائي ، ثلاثي ، رباعي وباستخدام البراغي , وكيبل 2 * 1,5 ملم مع الملحقات وكل ما يتطلبه انجاز العمل بصورة جيدة .</p> | EA   | 12  |         |          |
|  | <p><b>Main Title board:</b><br/> Supplying materials, tools and manpower to install title lighting board dimensions 1.5×1 m good quality by using LED printed sticker for the title to be fixed on frame made from square pipe section 4x4 cm and 1.5 mm thickness and plate 1.25 mm thickness, the price includes all requirements to complete a good work.</p>  | EA   | 1   |         |          |
|  | <p><b>لوحة عنوان :</b><br/> تجهيز المواد والعدد والايدي العاملة اللازمة لتركيب لوحة تعريفية ضوئية بأبعاد 1.5×1م من (ستيكر) مثبتة على اطار من مقاطع حديد مربعة 4*4 سم سمك 1,5 ملم و بليت سمك 1,25 ملم نوعية جيدة شاملا السعر كل ما يتطلبه اكمال العمل بصورة جيدة .</p>   |      |     |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|--|---|------|-----|---------|----------|
|  | Item Description  | Unit | Qty | Price\$ | Total \$ |
| 3  | <b>Split unit Air-conditioning:</b><br>Supply, connect and commissioning new Air-conditioning units (Split Unit Type) supper quiet, Cooling/Heating (2.0 ton or 24000 BTU) working with ambient temperature ( -2 to 55 degree). The price includes complete electrical connection works using cable 3x4mm2 and switch 32 A, the work includes the removal of the damaged units and all requirements to complete a good work. (See Section 10 Annex-2) | EA   | 4   |         |          |
|  | <b>مكيف الهواء سبلت يونت :</b><br>تجهيز وتركيب وحدة تكييف جدارية ( سبلت ) , 2 طن تدفئة وتبريد, يعمل بدرجة حرارة (من -2 الى 50 ) مئوية يشمل العمل التركيب والربط بين وحدة الداخل والخارج بانابيب الغاز والكيبل الكهربائي 3*4 ملم 2 وسويج تحكم 32 امبير وخرطوم تصريف الماء مع ازالة الوحدة المتضررة القديمة وكل ما يلزم لاكمال العمل  |      |     |         |          |
| 4  | <b>External lighting:</b><br>Supply and installation of external lighting Projectors the size of 400 watts' best quality with the establishment of electric point using wire (2*2.5mm2) and switch 10A best quality with all required work.   | EA   | 6   |         |          |
|  | <b>انارة خارجية :</b><br>تجهيز وتركيب انارة خارجية (projectors) حجم 400 واط نوعية جيدة مع تاسيس نقطة كهربائية باستخدام سلك (2*2.5ملم) ملم ومفتاح تشغيل لاتقل سعته عن 10 امبير نوعية جيدة مع كل ما يتطلبه العمل .  |      |     |         |          |
| 5  | <b>Water Boiler</b><br>Supply of materials, tools and manpower for the installation and operation of isolated water boiler capacity of 200 liters with heater 3000 Watt, anti-corrosion coat, with heating element and safety valve, the works include all necessary fittings and accessories, connection with the main electrical source using cable (3*4mm2) and double pole switch 32 amps with all required to complete the work.                 | EA   | 1   |         |          |

| Renovation of Rabia Water Directorate - Rabia - Ninawa Governorate |   |      |     |         |          |
|--|---|------|-----|---------|----------|
|  | Item Description  | Unit | Qty | Price\$ | Total \$ |
|  | سخانات الماء :<br>تجهيز ونصب وتشغيل سخان ماء كهربائي 200 لتر مع<br>كافة الملحقات باستخدام كيبيل 4×3 ملم 2 وكل ما يتطلب<br>اكمال العمل بصورة جيدة .  |      |     |         |          |
| 6  | <b>DIESEL GENERATING:</b> Supplying, install,<br>connect and commissioning electrical<br>generator 50KVA silent type (See Section<br>10 Annex -1)<br>مولدة كهربائية: تجهيز وتركيب وتوصيل وتشغيل<br>مولد كهربائي KVA 50 نوع صامتة كما المواصفات في<br>( Electrical Generator ) | EA   | 1   |         |          |
|  | <b>Subtotal for Electricals Works</b>   |      |     |         |          |
|  | <b>Grand total</b>  |      |     |         |          |

### **BREAKDOWN OF PRICES**

**Important Note:**

The rates shall be used for the price analyses and evaluation purposes or any other requirements and shall be fixed and firm for the duration of the contract and shall be inclusive of all facilities, office running cost, communication, transportation, company overheads.

| Description  | Lump Sum Amount US\$ |
|--|----------------------|
| <b>ITB 118/17 - Renovation of Three Buildings in Rabia District - Ninewa Governorate:</b><br><b>Lot 1: Renovation of Rabia District Directorate</b><br><b>Lot 2: Renovation of Rabia Council Building</b><br><b>Lot 3: Renovation of Rabia Water Directorate</b> |                      |

**Equipment conform to the required specifications. (catalogues/Brochures attached)**  
agreed: Yes ☐ No ☐

**Completion Period: 2 calendar months upon site hand over** agreed: Yes ☐ No ☐

**Warranty Period for the offered Equipment: One Year,** agreed Yes ☐ No ☐

**Company Stamp and Signature:** \_\_\_\_\_

**Official E-mails of the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Section 8: FORM FOR BID SECURITY *(Not Applicable)***  
***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)***

---

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (hereinafter called “the Bid”):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP’s variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until 30 days after the date of validity of the bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....



## Section 9: FORM FOR PERFORMANCE SECURITY<sup>6</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.)***

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To: Resident Representative, UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *Click to enter* dated *Click to enter*, to deliver the goods and execute related services *Click here to enter text*. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of guarantee]* *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance (certificate of final completion) and full completion of services by the Contractor.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

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<sup>6</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder’s Bank will issue shall use the contents of this template

## Section 10 – Technical Compliance Sheets

The following Technical data shall be furnished and filled by the bidder:

### General 50KVA generator Set – prime power (Annex 1)

| #   | Description                                 | UNDP specifications  | Bidders Offered specifications |
|-----|---|--|--------------------------------|
| 1-  | <b>Make:</b>                                | Original manufacturer or assembled under the authorization of original manufacturers |                                |
| 2   | <b>Name of manufacturer</b>                 |  |                                |
| 3-  | <b>Country of origin</b>                    |  |                                |
| 4-  | <b>Reference standards:</b>                 | IEC/ISO  |                                |
| 5-  | <b>Ambient temperature:</b>                 | Maximum:55/C<br>Minimum: -10/C   |                                |
| 6-  | <b>Relative Humidity:</b>                   | 92% maximum  |                                |
| 7-  | <b>Altitude:</b>                            | 1000M above MSL  |                                |
| 8-  | <b>System Voltage:</b>                      | 400V   |                                |
| 9-  | <b>No of phase:</b>                         | 3PH  |                                |
| 10  | <b>Frequency:</b>                           | 50Hz   |                                |
| 11- | <b>Guarantee:</b>                           | one year ,1000HR / operation   |                                |
| 12  | <b>Generator output Range</b>               | 50 KVA prime power   |                                |
| 13  | <b>Maine MCCB breaker</b>                   | 4pole A...   |                                |
| 14- | <b>Daily base tank</b>                      | Minimum 8 -10-hour fuel capacity   |                                |
| 15  | <b>Submit Manufacturers' certification:</b> |  |                                |

### 2-ENGINE

|     | Description                 | UNDP specifications                                       | Bidders Offered specifications |
|-----|-----------------------------|---|--------------------------------|
| 1-  | <b>Make / Model:</b>        | Original manufacturer (Renovated, Engine not acceptable)  |                                |
| 2-  | <b>Name of manufacturer</b> |   |                                |
| 3-  | <b>Country of Origin</b>    |   |                                |
| 4-  | <b>Reference standards:</b> | ISO   |                                |
| 5-  | <b>RPM:</b>                 | Maximum 1500  |                                |
| 6-  | <b>Prime:</b>               | 50 KVA prime  |                                |
| 7-  | <b>Type of Governor:</b>    | Mechanical /Electronic                                    |                                |
| 8-  | <b>Overload rating:</b>     | As per International standard                             |                                |
| 9-  | <b>Fuel filter:</b>         | Standard water separator filter                           |                                |
| 10- | <b>Type of fuel:</b>        | Diesel  |                                |
| 11- | <b>Type of starting</b>     | 24Volt DC   |                                |
| 12- | <b>Type of cooling:</b>     | Radiator–fan cooled–fan to be driven by the engine shaft. |                                |
| 13- | <b>Indicator</b>            | Turbo charge  |                                |

|     |  |  |
|-----|--|--|
| 14- | Submit Detail drawings, brochures and catalogues |  |
| 15- | Submit type test certificates or reports         |  |

### 3-Alternator

| Description                                      | UNDP specifications        | Bidders Offered specifications |
|--|----------------------------|--------------------------------|
| Make/Model:                                      |                            |                                |
| Name of manufacturer:                            |                            |                                |
| Country of Origin                                |                            |                                |
| Reference standards:                             | IEC                        |                                |
| Rated Voltage:                                   | 0.4KV                      |                                |
| Rated power factor:                              | Between 0.8 and 1          |                                |
| No. of Phase:                                    | 3Ph                        |                                |
| Frequency:                                       | 50Hz                       |                                |
| Type of excitation:                              | Brushless, self-regulation |                                |
| Percentage voltage regulation:                   | + -5%                      |                                |
| IP:  | Not less than 23           |                                |
| Insulation type:                                 | Class H                    |                                |
| AVR type:  | Digital                    |                                |
| Submit detail drawings, brochures and catalogues |                            |                                |
| Submit type test certificates or reports         |                            |                                |

### 4-CONTROL PANEL

| Description                                      | UNDP specifications   | Bidders Offered specifications |
|--|---|--------------------------------|
| Make / Model:                                    |   |                                |
|  | <p>CONTROLLER INFORMATION</p> <p><b>Instrumentation</b></p> <p><input checked="" type="checkbox"/> Voltmeter and Ammeter</p> <p><input checked="" type="checkbox"/> Combined frequency and tachometer</p> <p><input checked="" type="checkbox"/> Hours run counter</p> <p><input checked="" type="checkbox"/> Voltmeter phase selector switch</p> <p><input checked="" type="checkbox"/> Ammeter phase selector switch</p> <p><b>SHUTDOWNS</b></p> <p><input checked="" type="checkbox"/> Low Oil Press.</p> <p><input checked="" type="checkbox"/> High Eng. Temperature</p> <p><input checked="" type="checkbox"/> Low Fuel Level</p> <p><input checked="" type="checkbox"/> Over/Under Speed</p> <p><input checked="" type="checkbox"/> Batt Charge Fail</p> |                                |
| Submit detail drawings, brochures and catalogues |   |                                |

### 5-Automatic Transfer switch

| Description   | UNDP specifications   | Bidders Offered specifications |
|---|---|--------------------------------|
| <b>Make:</b>  | Original manufacturer<br>(Locally assembled not acceptable) |                                |
| <b>Name of manufacturer:</b>                            |   |                                |
| <b>Country of Origin:</b>                               |   |                                |
| <b>Reference standards:</b>                             | IEC 60947   |                                |
| <b>Rated voltage:</b>                                   | 0.4 kV  |                                |
| <b>Rate current:</b>                                    | 100 A   |                                |
| <b>Submit detail drawings, brochures and catalogues</b> |   |                                |

## 6-Enclosure

| Description         | UNDP specifications                                      | Bidders Offered specifications |
|---------------------|--|--------------------------------|
| <b>Make:</b>        | Original manufacturer (Locally assembled not acceptable) |                                |
| <b>Noise Level:</b> | Below 95 dB at a distance of 1meter.                     |                                |

## Compliance Technical Data Sheet Annex 2 & 3

### SPLIT UNIT 2 TON

| No. | Description       | UNDP Requested specifications | Bidders Offered specifications |
|-----|-------------------|-------------------------------|--------------------------------|
| 1   | A-C split unit    | Wall Type                     |                                |
| 2   | Make              | Original manufacturer         |                                |
| 3   | Brand Name        | L.G, Samsung or equivalent    |                                |
| 4   | Tonnage Range     | 2.o TR                        |                                |
| 5   | Power Supply      | 220 V/single/50HZ             |                                |
| 6   | Compressor        | Rotary / T3                   |                                |
| 7   | Refrigerant Gas   | R22                           |                                |
| 8   | Cooling Capacity  | 24000 BTU                     |                                |
| 9   | Filter Type       | Dual Protection               |                                |
| 10  | Starting current: | 10.4 Amp                      |                                |
| 11  | Running current   | 10.0 Amp                      |                                |
| 12  | Operation Range   | (17 -30) C                    |                                |
| 13  | Remote Control    | Wireless /LCD type            |                                |
| 14  | Noise Level       | 35 - 40 -44 db                |                                |

### SPLIT UNIT 1.5 TON

| No. | Description       | UNDP Requested specifications | Bidders Offered specifications |
|-----|-------------------|-------------------------------|--------------------------------|
| 1   | A-C split unit    | Wall Type                     |                                |
| 2   | Make              | Original manufacturer         |                                |
| 3   | Brand Name        | L.G, Samsung or equivalent    |                                |
| 4   | Tonnage Range     | 1.5 TR                        |                                |
| 5   | Power Supply      | 220 V/single/50HZ             |                                |
| 6   | Compressor        | Rotary / T3                   |                                |
| 7   | Refrigerant Gas   | R22                           |                                |
| 8   | Cooling Capacity  | 18000 BTU                     |                                |
| 9   | Filter Type       | Dual Protection               |                                |
| 10  | Starting current: | 8.0 Amp                       |                                |
| 11  | Running current   | 7.2 Amp                       |                                |
| 12  | Operation Range   | (17 -30) C                    |                                |
| 13  | Remote Control    | Wireless /LCD type            |                                |
| 14  | Noise Level       | 30 - 35 -40 db                |                                |

#### Compliance Technical Data sheet Annex 4

#### **SPLIT UNIT 5 TON**

| No.        | Description        | UNDP Requested specifications        | Bidders Offered specifications        |
|------------|--------------------|--------------------------------------|---------------------------------------|
| 1          | A-C split unit     | Vertical Cabinet                     |                                       |
| 2          | Make               | Original manufacturer                |                                       |
| 3          | Brand Name         | L.G, Samsung or equivalent           |                                       |
| 4          | Tonnage Range      | 5.0 TR                               |                                       |
| 5          | Power Supply       | 380 -400 V/3ph/50HZ                  |                                       |
| 6          | Compressor         | Rotary / T3                          |                                       |
| 7          | Refrigerant Gas    | R22                                  |                                       |
| 8          | Cooling Capacity   | 60000 BTU                            |                                       |
| 9          | Filter Type        | Dual Protection/washable             |                                       |
| 10         | Starting current:  | 10.4 Amp                             |                                       |
| <b>No.</b> | <b>Description</b> | <b>UNDP Requested specifications</b> | <b>Bidders Offered specifications</b> |
| 11         | Running current    | 10.0 Amp                             |                                       |

|    |                       |                    |  |
|----|-----------------------|--------------------|--|
| 12 | Operation Range       | (17 -30) C         |  |
| 13 | Remote Control        | Wireless /LCD type |  |
| 14 | Noise Level           | 35 - 42-45 db      |  |
| 15 | Fuse size MAX         | 40 Amp             |  |
| 16 | Nominal Air Flow Mini | 1400 CFM           |  |
| 17 | Wire Size             | 4*10mm             |  |

|   | Compliance Technical Data Sheet Annex 5 |               | Bidders Offered specification |
|---|---|---------------|-------------------------------|
|   | Water Pump Spec                         |               |                               |
|   | ITEM                                    | DETAIL        |                               |
| 1 | Liquid                                  | Water         |                               |
| 2 | horse power ( HP)                       | 4-Mar         |                               |
| 3 | Voltage                                 | 220 v - 50 HZ |                               |
| 4 | CAPACITY                                | Q= 3 m3/h     |                               |
| 5 | Max Head                                | H =20 m       |                               |
| 6 | System pressure Max                     | 100 psi       |                               |
| 7 | Max water temp                          | 60 C          |                               |
| 8 | Inlet Connection                        | 1 "           |                               |
| 9 | Outlet Connection                       | 1"            |                               |

## **Section 11 – Drawings**

**Not Applicable**

## Section 12: CONTRACT AND GENERAL TERMS AND CONDITIONS FOR WORKS

### CONTRACT FOR WORKS (FORM OF)

#### FORM OF CONTRACT FOR WORKS

Date: | | ,

Dear Sir,

Ref.: | |

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, | |, duly incorporated under the applicable and legally binding local Laws of Iraq (hereinafter referred to as the "Contractor") in order to perform | |, hereinafter referred to as the "Works"), in accordance with the following Contract:

#### **1. Contract Documents**

- 1.1 This Contract is subject to the UNDP General Conditions for Works, Revision October 2000, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) This letter;
  - b) The Technical Specifications and Drawings dated | |, attached hereto as Annex II . In the case of an inconsistency between Drawings and Specifications or within either Document, not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the UNDP Engineer's interpretation.
  - c) The Contractor's Tender including the Priced Bill of Quantities, dated | | not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

#### **Obligations of the Contractor**

- 2.1 The Contractor shall commence work within seven (7) calendar days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works within | | to



complete works, in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.

- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions within seven calendar days upon signature of the Contract by both parties.
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

### **3. Price and payment**

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to [ ].
- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph (7) below.
- 3.4 The Contractor shall submit an invoice for [ ] upon signature of this Contract by both parties; invoices for the work performed and materials utilized every thirty calendar days; and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.
- 3.5 UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may affect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within Forty calendar days (40) of their receipt.
- 3.6 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.7 Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Substantial Completion by the Engineer.

### **4. Special conditions**

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of one (1) year following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available, its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

- 4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP the Performance Guarantee mentioned under 4.3 of and another bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP. The said bank guarantee for the advance payment shall be valid for a period of 28 days after the intended completion date.
- 4.5 The amount of the advance payment referred to under section 3.4 above will be deducted from due payments to Contractor for executed works, at an equal rate, such that the whole sum of the advance payment will be recovered when 80% of the work has been completed.
- 4.6 The Performance Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of 10% (ten percent) of the total price of the Contract. The Performance Guarantee shall be valid for a period of twelve months after the intended completion date.
- 4.7 The Contractor shall be responsible for the maintenance of the said works for a period of One Year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
- 4.8 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited.
- 4.9 According to Clause 45 of the General Conditions, the liquidated damages for delay shall a sum equal to | | per calendar day, up to a maximum of 10% of the final price of the Contract. If the liquidation damages payable reaches 10% of contract value, UNDP has the right to terminate the contract.
- 4.10 This contract is exempted from Value Added Tax (VAT) and accordingly no Value Added Tax will be paid under this contract. In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department, UNDP retains the right to en-cash the full amount of the Contractor's advance payment guarantee without prior notice, and if necessary terminate the Contract.
- 4.11 In the event of approved by the Engineer variations in the quantities specified in the "Bill of Quantities", the readjustment in the price will be calculated based on the unit price of the bid and no other adjustment is permitted even if variations exceed twenty-five percent (25%) of the originally estimated quantities.
- 4.12 Any damage by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the UNDP; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

## **5. Submission of invoices**

- 5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2. Invoices submitted by fax shall not be accepted by UNDP.

## **6. Time and manner of payment**

- 6.1 Invoices shall be paid within Thirty (30) days of the date of their receipt and acceptance by UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Name of the Bank:

Bank Account No.:

Branch:

**7. Modifications**

- 7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

**8. Notifications**

- 8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

**For the Contractor:**

- 8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

For:

Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS FOR 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
73. Security
74. Audit and Investigations
75. Anti-Terrorism

## **1. DEFINITIONS**

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means the United Nations Development Programme (UNDP).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Engineer" means the person whose services have been engaged by UNDP to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.
- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Engineer or submitted by the Contractor and approved in writing by the Engineer in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

## **2. SINGULAR AND PLURAL**

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

## **3. HEADINGS OR NOTES**

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

## **4. LEGAL RELATIONSHIPS**

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

## **5. GENERAL DUTIES/POWERS OF ENGINEER**

- a) The Engineer shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Engineer shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Engineer shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Engineer. The Engineer shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Engineer as the Employer's representative during construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Engineer.
- c) The Engineer shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an Engineer, he shall keep the Employer informed of the progress of the Works.
- d) The Engineer shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Engineer shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Engineer's failure to perform his functions in accordance with the contract between the Employer and the Engineer.
- e) The Engineer shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Engineer may perform his functions under the Contract.
- f) Based on the Engineer's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Engineer shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.
- g) The Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such



action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Engineer for such interpretation. The Engineer shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Engineer or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.
- i) Except as otherwise provided in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.
- j) In the event of termination of the employment of the Engineer, the Employer shall appoint another suitable professional to perform the Engineer's duties.
- k) The Engineer shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.
- l) The Engineer shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.
- m) If the Employer and Engineer so agree, the Engineer shall provide one or more Engineer's Representative(s) to assist the Engineer in carrying out his responsibilities at the site. The Engineer shall notify in writing to the Contractor and the Employer the duties, responsibilities and limitations of authority of any such Engineer's Representative(s).

## **6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILITIES**

### **6.1.Obligation to Perform in Accordance with Contract**

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Engineer, and shall provide all labor, including the supervision thereof, materials, Constructional Plant and all other things, whether of a temporary or permanent nature, required

in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Engineer's instructions and directions on any matter, touching or concerning the Works.

## **6.2 Responsibility for Site Operations**

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

## **6.3. Responsibility for Employees**

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

## **6.4. Source of Instructions**

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

## **6.5. Officials Not to Benefit**

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

## **6.6. Use of Name, Emblem or Official Seal of UNDP or the United Nations**

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

## **6.7. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their

contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

## **7. ASSIGNMENT AND SUBCONTRACTING**

### **7.1. Assignment of Contract**

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

### **7.2. Subcontracting**

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

### **7.3. Assignment of Subcontractor's Obligations**

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor

shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

## **8. DRAWINGS**

### **8.1. Custody of drawings**

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

### **8.2. One copy of Drawings to be kept on Site**

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

### **8.3. Disruption of Progress**

The Contractor shall give written notice to the Engineer whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Engineer within a reasonable time. The

notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

## **9. WORK BOOK**

The Contractor shall maintain a Work Book at the Site with numbered pages, in one original and two copies. The Engineer shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Engineer and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book, he shall so inform the Employer, through the Engineer, by means of an annotation in the Work Book made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Engineer and another copy by the Contractor.

## **10. PERFORMANCE SECURITY**

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

## **11. INSPECTION OF SITE**

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the

quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

## **12. SUFFICIENCY OF TENDER**

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

## **13. PROGRAMME OF WORK TO BE FURNISHED**

Within the time limit specified in the Contract, the Contractor shall submit to the Engineer for his consent a detailed Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Engineer, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Engineer submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Engineer, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

## **14. WEEKLY SITE MEETING**

A weekly site meeting shall be held between the UNDP Project Coordinator or engineer, if any, the representative of the Contractor and the Engineer or the Engineer's Representative, in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

## **15. CHANGE ORDERS**

- a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Engineer.
- b) Processing of change orders shall be governed by clause 48 of these General Conditions.

## **16. CONTRACTOR'S SUPERINTENDENCE**

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

## **17. CONTRACTOR'S EMPLOYEES**

- a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:
  - i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
  - ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.
- b) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Engineer is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Engineer to be undesirable, and such person shall not be again employed on the Site without the written permission of the Engineer. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Engineer.
- c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

## **18. SETTING-OUT**

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at

any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer.

## **19. WATCHING AND LIGHTING**

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

## **20. CARE OF WORKS**

- a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.
- b) The Contractor shall be fully responsible for the review of the Engineering design and details of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

## **21. INSURANCE OF WORKS, ETC.**

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible, in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

- a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;

- b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;
- c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

## **22. DAMAGE TO PERSONS AND PROPERTY**

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

## **23. LIABILITY INSURANCE**

### **23.1. Obligation to take out Liability Insurance**

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the proviso to Clause 22 hereof.

### **23.2. Minimum Amount of Liability Insurance**



Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Engineer, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

### **23.3. Provision to Indemnify Employer**

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

## **24. ACCIDENT OR INJURY TO WORKMEN**

- a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- b) Insurance Against Accident, etc., to Workmen

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

## **25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE**

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

## **26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.**

- a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State Statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works or any Temporary Works.
- b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements.

## **27. FOSSILS, ETC.**

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

## **28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES**

- a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.
- b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

## **29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

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

### **30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS**

- a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.
- b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, preconstructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

### **31. OPPORTUNITIES FOR OTHER CONTRACTORS**

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

### **32. CONTRACTOR TO KEEP SITE CLEAN**

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

### **33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION**

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

## **34. LABOUR**

### **34.1 Engagement of Labour**

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

### **34.2 Supply of Water**

The Contractor shall provide on the Site to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

### **34.3 Alcoholic Drinks or Drugs**

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

### **34.4 Arms and Ammunition**

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

### **34.5 Holiday and Religious Customs**

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

### **34.6 Epidemics**

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

### **34.7 Disorderly Conduct, etc.**

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

### **34.8 Observance by Sub-Contractors**

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

### **34.9 Legislation applicable to Labour**

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

## **35 RETURNS OF LABOUR, PLANT, ETC.**

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

## **36 MATERIALS, WORKMANSHIP AND TESTING**

### **36.1 Materials and Workmanship**

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

### **36.2 Cost of Samples**

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

### **36.3 Cost of Tests**

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfill.

## **37 ACCESS TO SITE**

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

### **38 EXAMINATION OF WORK BEFORE COVERING UP**

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

### **39 REMOVAL OF IMPROPER WORK AND MATERIALS**

#### **39.1 Engineer's power to order removal**

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

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

#### **39.2 Default of Contractor in carrying out Engineer's Instructions**

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

### **40 SUSPENSION OF WORK**

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

## **41 POSSESSION OF SITE**

### **41.1 Access to Site**

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

### **41.2 Wayleaves, etc.**

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

### **41.3 Limits of the Site**

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Engineer with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Engineer.

## **42 TIME FOR COMPLETION**

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

## **43 EXTENSION OF TIME FOR COMPLETION**

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

of alterations or additions in the Works, the application for such an extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

#### **44 RATE OF PROGRESS**

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the

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

#### **45 LIQUIDATED DAMAGES FOR DELAY**

- a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.
- b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages for delay in completion of the remainder of the Works or of that Section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.



## **46 CERTIFICATE OF SUBSTANTIAL COMPLETION**

### **46.1 Substantial Completion of the Works**

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Engineer to issue a Certificate of Substantial Completion in respect of the Works. The Engineer shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Engineer, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period.

### **46.2 Substantial Completion of Sections or Parts of the Works**

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Engineer to issue, and the Engineer may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) a separate time for completion is provided in the Contract in respect of such Section or part of the Works;
- b) such Section or part of the Works has been completed to the satisfaction of the Engineer and is required by the Employer for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

## **47 DEFECTS LIABILITY**

### **47.1 Defects Liability Period**

The expression "Defects Liability Period" shall mean the period of twelve (12) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Engineer or, in respect of any Section or part of the Works for which

a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

#### **47.2 Completion of Outstanding Work and Remedying of Defects**

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Defects Liability Period and within fourteen (14) days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to expiration of the Defects Liability Period.

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

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

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

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

#### **47.5 Certificate of Final Completion**

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

### **48 ALTERATIONS, ADDITIONS AND OMISSIONS**

#### **1 VARIATIONS**

The Engineer may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work under the Contract;
- (b) omit any such work;
- (c) change the character or quality or kind of any such work;
- (d) change the levels, lines, positions and dimensions of any part of the Works;
- (e) execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

## **2 Variations Increasing Cost of Contract or altering the Works.**

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

## **3 Orders for Variations to be in Writing**

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

## **4 Valuation of Variations**

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

## **49 PLANT, TEMPORARY WORKS AND MATERIALS**

### **1 Plant, etc., Exclusive Use for the Works**

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

### **1 Removal of Plant, etc.**

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

## **2 Employer not liable for Damage to Plant**

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

## **3 Ownership of paid material and work**

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

## **4 Equipment and supplies furnished by Employer**

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

## **50 APPROVAL OF MATERIALS ETC., NOT IMPLIED**

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

## **51 MEASUREMENT OF WORKS**

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him

shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

## **52 LIABILITY OF THE PARTIES**

- 1** The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Engineer and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.
- 2** The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.
- 3** Unfulfilled Obligations

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

### **4 Contractor Responsible**

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

## **53 AUTHORITIES**

- 1** The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Engineer by the Contract in any of the following cases:
  - (a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;
  - (b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;

- (c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;
- (d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Engineer will not enable him to meet the target completion date of the Works;
- (e) If the Contractor suspends the progress of the Works without due cause for fifteen (15) days after receiving from the Engineer written notice to proceed;
- (f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;
- (g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;
- (h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Engineer.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

## **2 EVALUATION AFTER RE-ENTRY**

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Engineer shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Engineer shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

## **3 PAYMENT AFTER RE-ENTRY**

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Engineer. The Contractor

shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

## **54 URGENT REPAIRS**

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

## **55 INCREASE AND DECREASE OF COSTS**

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

## **56 TAXATION**

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

## **57 BLASTING**

The Contractor shall not use any explosives without the written permission of the Engineer who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these

explosives, has to provide well arranged storage facilities. The Engineer's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

## **58 MACHINERY**

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. He shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Engineer on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

## **59 TEMPORARY WORKS AND REINSTATEMENT**

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Engineer before commencing same. The Engineer may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weather-proof sheds for storage of material pertinent to the Works both for his own use and for the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Engineer, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his own expense, all damage to telephone, telegraph and electric cable or wires, sewers, water or other pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

## **60 PHOTOGRAPHS AND ADVERTISING**

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

## **61 PREVENTION OF CORRUPTION**

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall



have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

## **62 DATE FALLING ON HOLIDAY**

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

## **63 NOTICES**

- 1** Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the Employer, the Contractor or the Engineer shall not be
- 2** unreasonably withheld or delayed.
- 3** Any notice, certificate or instruction to be given to the Contractor by the Engineer or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by
- 4** delivering the same at the said address against an authorized signature certifying the receipt.
- 5** Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.
- 6** Any notice to be given to the Engineer under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Engineer's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

## **64 LANGUAGE, WEIGHTS AND MEASURES**

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Engineer with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

## **65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT**

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to the UNDP any records or information, oral or written, which the UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow the UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

## **66 FORCE MAJEURE**

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

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP and to the Engineer of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by the UNDP of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by the UNDP substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to the UNDP of the occurrence of the force majeure submit a statement to the UNDP of estimated costs referred to in sub-paragraph (a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) suspension;
- (d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, the UNDP shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (f) For the purpose of the preceding sub-paragraph, the UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

## **67 SUSPENSION BY THE UNDP**

The UNDP may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in the UNDP's sole discretion:

- (a) any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or

- (b) the Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

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

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

## **68 TERMINATION BY THE UNDP**

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

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

## **69 TERMINATION BY THE CONTRACTOR**

In the case of any alleged breach by the UNDP of the Contract or in any other situation which the Contractor reasonably considers to entitle him to terminate his performance of the Contract, the Contractor shall promptly give written notice to the UNDP detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by the UNDP of the existence of such breach and the UNDP's inability to remedy it, or upon failure of the UNDP to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

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

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

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

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

## **71 SETTLEMENT OF DISPUTES**

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

### **NOTIFICATION**

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

### **CONSULTATION**

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

### **CONCILIATION**

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

### **ARBITRATION**

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

## **72 PRIVILEGES AND IMMUNITIES**

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

## **73 SECURITY**

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

## **74 AUDIT AND INVESTIGATIONS**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel

and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

## **75 ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.