

<b>United Nations Development Programme</b> <i>UNDP- Iraq</i>		<i>INVITATION TO BID</i>
		<b>Number: ITB - 030/13</b>

To: All Bidders

2 May 2013

**Subject: Invitation To Bid (ITB): ITB -030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq**

Dear Sir/Madam,

We hereby solicit your bid for the above works.

- 1 To enable you to submit a offer, please find enclosed:

**Volume I**

- Annex 1:** Instructions to Bidders;
- Annex 2:** Bid Data Sheet (BID DATA SHEET (BDS));
- Annex 3:** Contract for Works (form of);
- Annex 4:** General Conditions of Contract for Construction Works;
- Annex 5:** Special Conditions.

**Volume II**

- Annex 1:** Scope of Works & Drawings
- Annex 2:** Technical Specifications;
- Annex 3:** Drawings.

**Volume III (Bid Components to be returned as the Bid)**

- Annex 1:** Instructions to Bidders;
- Annex 2:** General Clarifications (Bills of Quantities)
- Annex 3:** Bills of Quantities;
- Annex 4:** Schedules and Information to be Submitted (Non-Compliance, etc);
- Annex 5:** Sample forms (Submission Forms, Company Profile, etc);

- 2 A Site Visit is scheduled to take place at **10h00 on Tuesday, 7 May 2013** Bidders shall confirm its attendance by contacting the representative in Basrah:

Contact Person: **Mr. Mohammed Mahmood**  
Mobile: **+964 780 913 9129**

- 3 A **compulsory Pre-bid meeting** will to take place at **10h00 on Wednesday, 8 May 2013** Bidders shall confirm its attendance by contacting the representative in Basrah:

Contact Person: **Mr. Mohammed Mahmood**  
Mobile: **+964 780 913 9129**

Venue: **Basrah Development Services Company**  
**Building no. 114/44 Al Firs (adjacent to Yahya Commercial Center)**  
**14<sup>th</sup> July Street**  
**Basrah, Iraq**

**United Nations Development  
Programme**

*UNDP- Iraq*



*INVITATION TO BID*

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- 4 Interested Bidders may obtain further information at the following address:

Contact Person: Sherali Toshmurodov OR Zaynab Rashan  
E-Mail: sherali.toshmurodov@undp.org OR zaynab.rashan@undp.org  
Tel: +962 6 5608 330  
Fax: +962 6 5608 331

**Bids must be delivered on or before 02:00 pm Amman Local time - Jordan on Tuesday 14<sup>th</sup> May 2013 to the address and manner mentioned in the Bid Data Sheet, Volume 1, Annex 2, Clause 15.**

- 5 Late Bids shall be rejected.
- 6 Bids will be opened in the presence of Bidders Representatives, who choose to attend, **at 11:00am on Wednesday, 15 May 2013** at the addresses detailed under Volume I Annex 2, Clause 18, Bid Data Sheet.
- 7 This letter is not to be construed in any way as an offer to contract with your company.

Yours sincerely,

Hugo Barillas

Head Of Procurement



# **Invitation to Bid**

**ITB-030/2013**

**For**



**REHABILITATION OF AL MA'ARIFA PRIMARY  
SCHOOL, AL NASHWA, MAJNOON AREA OF  
BASRAH, IRAQ**

**Volume I of III**

**Annex 1 to Annex 4**


**Instructions to Bidders; Bid Data Sheet; Contract for Works;  
General Conditions of Contract for Construction Works;  
Additional Special Conditions of Contract**

April 2013

<b>United Nations Development Programme</b> <i>UNDP- Iraq</i>	 	<b><i>INVITATION TO BID</i></b>  <b>Number: ITB-030/2013</b>
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## Volume I

<b>Annex 1:</b>	Instructions to Bidders;
<b>Annex 2:</b>	Bid Data Sheet (BID DATA SHEET (BDS));
<b>Annex 3:</b>	Contract for Works (form of);
<b>Annex 4:</b>	General Conditions of Contract for Construction Works;
<b>Annex 5:</b>	Additional Special Conditions of Contract

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## ANNEX 1



### INSTRUCTIONS TO BIDDERS

#### A. Introduction

1. **General:** The UNDP invites sealed Bids for the specified Works.
2. **Requirements:**
  - 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of works under this Invitation to Bids. Bidders shall be legally incorporated entities, or groups formed by such as joint ventures.
  - 2.2 All bidders shall include the information and documents specified in clause 9 of this Instruction to Bidders for evaluation purposes.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

#### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid. The Solicitation Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 6 below:
  - (a) Instructions to Bidders;
  - (b) Bid Data Sheet (BID DATA SHEET (BDS));
  - (c) Contract for Works (form of);
  - (d) General Conditions of Contract for Construction Works;
  - (e) Special Conditions.
  - (f) Scope of Works;
  - (g) Bills of Quantities;
  - (h) Specifications;
  - (i) Drawings;
  - (j) Sample Forms;
  - (k) Any other document listed **in the BID DATA SHEET (BDS)** as forming part of the Solicitation Documents.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the UNDP in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier

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than one week prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be provided to all bidders through ITB Addendums. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person **in the BID DATA SHEET (BDS)**.

- 6. Amendments of Solicitation Documents:** No later than 4 calendar days prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All amendments will be e-mailed or faxed to all Bidders in due course. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

### **C. Preparation of Bids**

- 7. Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the language indicated **in the BID DATA SHEET (BDS)**.

**8. Documents Comprising the Bid:**

The Bidder or the Bidder's authorised agent shall sign the Bid as indicated on the Bid Submission Sheet of this ITB. The Bid must comprise the following documents and listed elsewhere:


- (a) A Bid Submission form;
- (b) Bid Security, if required, under clause 13 of Instructions to Bidders and in the form provided. **[Not Applicable]**
- (c) Priced Bill of Quantities;
- (d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;
- (e) Technical information as may be required by the BID DATA SHEET (BDS);
- (f) Information in accordance with clause 9 of the Instructions to Bidders.
- (g) Any additional information required to be completed and submitted by bidders as specified **in the BID DATA SHEET (BDS)**.

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

**9. Bid Evaluation Criteria:**

9.1 Bidders shall furnish evidence of its qualification by submitting the following information and documents mentioned under Table 1 with their bids, unless otherwise stated in the BID DATA SHEET (BDS).

9.2 To qualify for award of the Contract, bidders should meet the hereunder mentioned criteria.

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9.3 Only bidders whose offers are considered technically accepted and meeting the hereunder mentioned criteria will be considered for financial evaluation.

**Table 1:**

Criteria	Description
<b>Years in Existence</b>	When the company was established and number of years in operation (minimum 5 years)
<b>Company Registration</b>	Provide proof of company's registration in country of origin (attach copy of registration certificate)
<b>Profile of the Company</b>	Number of employees, Number of permanent employees, assets, premises, Organization structure, Registration with Institutions, Regional and Global representation, etc. CVs for maximum 2 key staff members permanently employed by firm. Number of permanent employees.
<b>Financial Status</b>	Average annual turnover of 2 M USD for the last three years.
<b>Financial Strength</b>	Audited financial report for the last three years signed by a chartered/certified public accountant OR Dun & Bradstreet Report with Rating (provide Registration number). , for more information / registration, bidders are requested to visit <a href="http://www.dnbsame.com">www.dnbsame.com</a>
<b>General Experience</b>	Minimum 5 years experience in implementation of similar or larger size projects
<b>Relevant Experience</b>	Particular experience in construction and rehabilitation of buildings
<b>Experience in Iraq / Region</b>	Details of contracts completed/ongoing in different countries in the world including the countries in the Region (Middle East) / and especially in the Al Nashwa, Majnoon area of Basrah, Iraq.
<b>Clients' Evaluation</b>	At least two Certificates of satisfactory completion of similar projects of comparable size during the last 5 years. (Assessed by relevance and volume of contracts).
<b>Attendance of Pre-Bid Meeting</b>	Attendance of the Pre-bid meeting is compulsory (refer Bid Data Sheet for date, time, venue, etc.).

#### 9.4 Supporting Documents:

Supporting documents to be submitted must follow the structure below.

##### Roles

A brief outline (one paragraph) indicating the roles of the participating company.

For Joint Venture submissions, explicitly list the participating firms and outline specific areas of responsibility (including administrative, financial and the specific Specialties) for each firm.

##### Organizational Structure

Describe a typical organizational structure (two pages maximum) for a typical project including:

- Organizational Structure Chart.
- Description of the work performed by the prime company and sub contractors.



- (c) Reporting Relationships and interfaces with UNDP Iraq.
- (d) How individual companies will interface with each other to co-ordinate delivery of the project.
- (e) Registration of the company in home country.

Resume of Key Staff

Provide Resumes for the each company's directors / partners, managers, engineers, key staff members in the format attached under Volume 3.

Background Experience

Provide general international, regional, local experience, of the company/firm in similar assignments during the past five years completed in the format attached under Volume 3.

Provide project-relevant specific international, regional, local experience of the company in similar projects during the past five years, and especially in the Al Nashwa, Majnoon area of Basrah, Iraq, completed in the format attached under Volume 3.

Financial Status

Provide audited financial statements for the past 3 years including the contractor's annual turnover.

Additional Information

Provide additional information or description of resources supporting your firm's qualifications for the proposed project including any brochures, pamphlets...etc the consultant wishes to attach.

9.5 Bid submissions will be checked for completeness. Respondents that fail to comply with the requirements of the Bid will be rejected.

**10. Documents Establishing Conformity of Equipment Incorporated into the Works: [Not Applicable]**

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.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the equipment;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the equipment for a period to be specified **in the BID DATA SHEET (BDS)**, following commencement of the use of the equipment.

**11. Bid Currency/Bid Prices:** All prices must be quoted in the nominated currency **in the BID DATA SHEET (BDS)**. The Bidder shall indicate on the appropriate Bills of Quantities (or





Price Schedule Sheet as appropriate), the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

The UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties.


**12. Period of Validity of Bids:** Bids shall remain valid for a period of 120 days after the date of Bid Submission as indicated **in the BID DATA SHEET (BDS)**. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 of Instructions to Bidders. In exceptional circumstances, the UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

**13. Bid Security: [Not Applicable]**

- (a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNDP in the amount as indicated **in the BID DATA SHEET (BDS)**.
  - (b) The Bid Security is to be sealed in a separate envelope within the main sealed bid
  - (c) The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(h) below;
  - (d) The Bid Security shall be denominated in US Dollars and shall be in the form of a bank guarantee or Bank Certified Check, issued by a reputable bank, and in the form provided in these Solicitation Documents.
  - (e) Any Bid not secured in accordance with clauses 13 a) and 13 d) above will be rejected by the UNDP as non-responsive pursuant to clause 23 of Instructions to Bidders;
  - (f) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNDP pursuant to clause 12 of Instructions to Bidders;
  - (g) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders;
  - (h) The Bid Security may be forfeited:
- 1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
  - 2. In the case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract Order in accordance with clause 26 of Instructions to Bidders, or,
    - (ii) To furnish Performance Security in accordance with clause 27 of Instructions to Bidders.

**D. Submission of Bids**

**14. Format and Signing of Bid:** The Bidder shall prepare one **original and one copy** of the Bid, clearly marking each "**Original Bid**" and "**Copy of Bid**" as appropriate. In the event of any discrepancy between them, the original shall govern. The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

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## 15. Sealing and Marking of Bids

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) Be addressed to the UNDP at the address given **in the BID DATA SHEET (BDS)** of these Solicitation Documents; and
- (b) Make reference to the “subject” indicated in the Letter of Invitation of these Solicitation Documents, and a statement: “**DO NOT OPEN BEFORE**”, to be completed with the time and the date specified **in the BID DATA SHEET (BDS)** for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.

15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid. [**Not Applicable**]

## 16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.


16.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

16.4 If no Bid is to be submitted, the documents should not be returned to the UNDP unless so requested. Written advice should be sent to the UNDP with reasons for not submitting a bid and as to whether future invitations for the type of Works covered by this request are desired. Failure to comply with the above may result in removal of the name of such recipient from the list for similar type of works covered by this ITB.

**17. Modification and Withdrawal of Bids:** The Bidders may withdraw its bid after submission, provided that written notice of the withdrawal is received by the UNDP prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

## E. Opening and Evaluation of Bids

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## 18. Opening of Bids:

- 18.1 The UNDP will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BID DATA SHEET (BDS)**, of this Solicitation Document. The bidders' Representatives who are present shall sign a register evidencing their attendance.
- 18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the UNDP, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.
- 18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
- 18.4 The UNDP will prepare minutes of the Bid Opening.

**19. Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UNDP entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

## 20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, the UNDP will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one, which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 The UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified **in the BID DATA SHEET (BDS)**.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by the UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity. The UNDP shall use the criteria as detailed **in clause 9**, to establish responsiveness.





- 21. Conversion to Single Currency:** To facilitate evaluation and comparison, the UNDP will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.
- 22. Evaluation of Bids:** The UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 20 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

Evaluation Criteria:	
1.1	Compliance with pricing conditions set in the ITB and specifically the Bills of Quantities.
1.2	Compliance with the criteria mentioned under Clause 9.
1.3	Compliance with requirements relating to the Specifications and Scope of Works.
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents
1.5	Compliance with the Time for Completion deadlines set by the UNDP.
1.6	Demonstrated ability to honour important responsibilities and liabilities allocated to the contractor in this ITB (e.g. quality, insurance coverage, etc).

## F. Award of Contract

- 23. Award Criteria:** The UNDP will issue the Contract to the lowest priced technically responsive Bidder meeting the criteria mentioned under clause 9. The UNDP reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the UNDP's action.
- 24. UNDP's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if possible, without any change in unit price or other terms and conditions, by the amount indicated **in the BID DATA SHEET (BDS)**. This shall only be done in a manner that does not affect the overall completion of the Works
- 25. Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder, the Contract. The Contract may only be accepted by the Contractor signing and returning an Acknowledgement copy of the Contract. Such acceptance shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.
- 26. Signing of the Contract:** Within **five (5)** days of receipt of the Contract, the successful Bidder shall sign, date and return it to the UNDP.

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**27. Performance Security:** *[Not Applicable]* The successful Bidder shall provide the Performance Security in the form of Performance Security provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the UNDP.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.

#### **G. Other Requirements:**

**28. Time for Completion:** The Time for Completion is specified **in the BID DATA SHEET (BDS)**. The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by the UNDP.

**29. Material, Labour and Facilities:** No material, labour or facilities will be furnished by the UNDP or its clients unless specified in the ITB.

**30. Site Visit:** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. If the UNDP has arranged a formal Site Visit as part of this ITB, this shall be stated **in the BID DATA SHEET (BDS)**.

**31. Pre-bid Meeting:** UNDP will host a pre-bid meeting at its offices as specified in the Bid Data Sheet.


#### **H. Payment:**

**32. Time of Payment:** Unless otherwise indicated in the Special Terms and Conditions of this ITB, the UNDP will normally effect payment within 30 days after receipt of a commercial invoice, and other supporting documents.

**33. Letter of Credit:** The UNDP does not accept Letter of Credit terms.

**34. Advance Payment:** It is not the normal policy of the UNDP to approve advance payments, unless specifically stated in the payment terms.

**35. Currency of Payment:** Payment will be made in the currency in which the Contract is issued.


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## ANNEX 2

### BID DATA SHEET

The following specific data for the Works to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Scope of Works (Volume 2, Annex I, Clause 1)	<p><b>Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b></p> <p>The Scope of Works covers the supply, installation, testing and commissioning of rehabilitation works for a designated area at the abovementioned school.</p> <p>The Works is to construct two additional Classrooms, Ablution Block, external Playground and rehabilitation works for the existing Ablution Blocks, supply and installation of a new Reverse Osmosis Unit, testing, commissioning as detailed under Volume II.</p>
Eligibility (Clause 2)	Bidders to submit qualification documents as part of the Bid.
Language of the Bid: (clause 7)	English, including the supporting documents.
Documents Comprising the Bid: (clause 8)	<ol style="list-style-type: none"> <li>a. Bid Submission form;</li> <li>b. Bid Security, [<b>Not Applicable</b>]</li> <li>c. Priced Bill of Quantities;</li> <li>d. Written Power of Attorney, authorising the signatory of the bid to commit the bidder;</li> <li>e. Schedule of non-compliance describing deviations from the specifications or the international standards listed therein: fully completed, one schedule per offered item, with individual references to relevant sections of technical specifications. Only deviations approved in writing before award of contract shall be accepted. For every individual item offered, there shall be specific mention of every Standard that applies; in the case of no deviations the Bidder should state “NO DEVIATIONS “ and sign the schedule. The Format is given under Volume III</li> <li>f. The Bid Documents specified under items (a), (b), (c), and (e) above, must be submitted precisely based on the formats given under Volume III of this ITB. Any deviations to these formats shall not be acceptable and will lead to disqualify the Bid.</li> </ol>

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<b>Evaluation Criteria:</b> (Clause 9.0)	Required
<b>Bid and Contract Currency</b> (clause 11)	US dollars only
<b>Bid Validity Period:</b> (clause 12)	120 days
<b>Bid security: (NOT APPLICABLE)</b> (clause 13)	<p>The Bid Security / Bank Certified Check is for an amount of <b>US\$ XXXX [Not Applicable]</b></p> <p>Clearly marked with the Company Name and marked:  <b>BID SECURITY, ITB No ITB- XXXXX [Not Applicable]</b></p> <p>The Bid Security shall name the UNDP as the beneficiary and shall be in the form of a security issued by a reputable bank or other financial organization.</p> <p>This requirement shall also apply, for any subsequent securities required under an awarded Contract (Performance Security) as required by the contract.</p> <p>The Bid Security shall be in accordance with Bid Security Form included in the Invitation to Bid Documents, Section 11. Other formats may be permitted, subject to the prior approval of the UNDP.</p> <p>The Bid Security shall remain valid for thirty (30) days beyond the original validity period for the Bid. In the event of bid validity being extended, the bid security shall be extended accordingly.</p>
<b>Sealed Bids to be received at / Bids to be marked:</b> (clause 15)	<p><b><u>From:</u> [Contractor Name, address and telephone number].</b></p> <p><b>To:</b></p> <p><b>ITB -030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b></p> <p>UNDP, Iraq          Majid Al-Edwan Street, # 16, Shmessani          Amman, Jordan          Attention: Zaynab Rashan OR Sherali Toshmurodov</p>





Conditions and  
Procedures for electronic  
submission:

**Bids to be marked:**  
(clause 15)

**TECHNICAL BID ONLY MUST** be submitted to the following e-mail  
Address: [erpap.bids.iq@undp.org](mailto:erpap.bids.iq@undp.org) **(Financial Bids received on this  
e-mail address shall be rejected and shall no longer be  
considered for evaluation).**

**FINANCIAL BIDS MUST** be submitted to the following e-mail  
Address: [bids.iraq@undp.org](mailto:bids.iraq@undp.org)

Bids sent to other UNDP e-mail addresses will not be accepted and the  
Purchaser will not be responsible for the confidentiality of such bids.

**Bidders must take into account the following:**

Bids must also indicate the RFP number in the e-mail subject box for the  
received Technical Bid and as follows:

**ITB-030/13 – TECHNICAL PROPOSAL– PART 1 OF ...**

Bidders must indicate the RFP number in the e-mail subject box for the  
received Financial proposal and as follows:

**ITB-030/13 – FINANCIAL PROPOSAL - PART 1 OF...**

Each e-mail message including attachments must not **exceed 5MB**. There  
is no limit on the number of e-mail messages for each bid. The first  
message should state the total number of messages comprising the bid.

Attachments should be in PDF format. Bidders should check the  
attachment formats prior to submission as the Purchaser will not be  
responsible if attachments are in other formats that cannot be opened  
without additional software.

If zip files are used, they should not include multiple lower sub-folders or  
directories.


Bidders should **avoid attempting to send proposals by e-mail just prior  
to the deadline** as the Purchaser cannot be held responsible for  
congestion or delays in transmission. The time of receipt of the last e-  
mail message of a proposal as recorded by the Purchaser's mail server  
shall constitute the time of receipt of the proposal for purpose of meeting  
the proposal deadline. It is the Proposers' responsibility to ensure  
proposals arrive before the deadline.

Deadline for Submission  
of Bids:  
(clause 16)



**Tuesday 14 May 2013, 02:00 pm Amman local time - Jordan**

Bids submitted by fax will be rejected.




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Time , date and Place of Bid Opening (clause 18)	<b>Time: <u>11:00am Amman Local Time – Jordan</u></b> <b>Date: <u>Wednesday, 15 May 2013.</u></b> <b>Venue:</b> Premises of UNDP, Iraq Main Building Majid Al-Edwan Street, # 16, Shmessani Amman - Jordan
Right to Vary Requirements (clause 24)	The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if required, without any change in unit price or other terms and conditions, by the amount of 20% of the initially priced BoQ.
Time for Completion (clause 28)	All works shall be completed within Twelve (12) weeks of contract award
Payment Terms and Conditions	All work in progress payments will be subject to 10% retention. The latter will be payable upon Certificate of Substation Completion (5%) and Certificate of Final Completion (5%).
Site Visit (clause 30)	A Site Visit is scheduled to take place at <b>10h00 on 7 May 2013</b> Bidders shall confirm its attendance by contacting UNDP's national representative in Basrah:  Contact Person: <b>Mr. Mohammed Mahmood</b> Mobile: <b>+964 780 913 9129</b>
Pre-bid Meeting (clause 31)	A <b>compulsory Pre-bid meeting</b> will to take place at <b>10h00 on 8 May 2013</b> Bidders shall confirm its attendance by contacting UNDP's national representative in Basrah:  Contact Person: <b>Mr. Mohammed Mahmood</b> Mobile: <b>+964 780 913 9129</b>  Venue: <b>Basrah Development Services Company</b> <b>Building no. 114/44 Al Firsi (adjacent to Yahya Commercial Center)</b> <b>14<sup>th</sup> July Street</b> <b>Basrah, Iraq</b>
Alternative Bids:	Alternative Bids and Partial bids are not acceptable.

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## **ANNEX 3**

### **CONTRACT FOR WORKS (FORM OF)**

<b>United Nations Development Programme</b> <i>UNDP- Iraq</i>		<b>INVITATION TO BID</b>  <b>Number: ITB-030/2013</b>
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## MODEL CONTRACT FOR WORKS

Date \_\_\_\_\_

Dear Sir/Madam,

**Ref. ITB -030/13: Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE WORKS]** (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 Civil Works, \_\_\_\_\_ **[INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY]**, 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 [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Tender \_\_\_\_\_ **[IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities]** [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [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.

\_\_\_\_\_  
 \_\_\_\_\_ **[INSERT NAME AND ADDRESS OF THE CONTRACTOR]**


### **2. Obligations of the Contractor**



- 2.1 The Contractor shall commence work within **seven (7) 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 ten weeks (10 weeks)** of contract signature date. 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 by .././.... **[INSERT DATE]**.
- 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 \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 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 8 below.
- 3.4 The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer. **Not Applicable.**
- 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 effect 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 15 days of their receipt.

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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 Final Completion by the Engineer.

#### **4. Special conditions**

##### **4.1. Performance Guarantee. *[Not Applicable]***

4.1.1. The Performance Guarantee referred to in Clause 10 of the General Conditions shall be submitted by the Contractor ( awarded bidder) for an amount of 10% of the Contract Price if required.

4.1.2. In the case of Performance Bond is alternatively provided, the value shall be thirty (30%) percent of the Contract Price.

4.1.3. The Performance Guarantee shall be submitted by the Contractor within fifteen (15) days of the Contract signature.

4.1.4. The Performance Guarantee shall be issued by a reputable international bank in the form provided in this Solicitation Documents..  
The Bank has to have a credit rating of "A" or better from an international rating agency (Moody's or S&P).

4.1.5. The proceeds of the Performance Guarantee shall be payable to UNDP as compensation for any defects, outstanding items or loss resulting from the Supplier's failure to complete its obligations under the contract.

4.1.6. The Performance Guarantee shall be returned to the Contractor within 30 days of the Final Completion of Works, including any warranty obligation.


4.2. The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of fifteen (15%) percent of the Price of the Contract per occurrence, with number of occurrences unlimited.

4.3. According to Clause 45 of the General Conditions, the liquidated damages for delay shall be (0.1 %) percent of the actual Contract Price per calendar day up to a maximum of 10% of the final price of the Contract. Once the delay reaches to the maximum limit (10%), UNDP may consider termination of the Contract.

##### **4.4. Contract Effective Date.**

4.2.1 This Contract shall become effective at such time as all of the following conditions have been met:

(a) the Contract has been signed by both UNDP and the Contractor

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(b) the Performance Guarantee has been received by UNDP [*Not Applicable*].

4.4.1. The Contractor shall from the Effective Date commence mobilization in preparation for performance of the Works under the Contract.

4.4.2. UNDP shall notify the Contractor of the Effective Date of Contract no later than fourteen (14) days after the attainment of whichever is the last of 4.2.1 (a) or (b) above.

4.5. Defects Liability.



Any damage resulted from defect in execution 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 Employer; 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. The 'Take Over' shall be upon the Final Completion of Works.

4.6. Equipment, facilities and goods (hereafter called "Goods")

4.6.1. The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in this Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in this Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in this Contract. Unless otherwise stated in this Contract (including, but not limited to, in any "INCOTERM"), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by this Contractor until physical delivery of the Goods to UNDP in accordance with the terms of this Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

4.6.2. The Goods to be supplied under this Contract shall be inspected prior to delivery. The Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of this Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve this Contractor of any of its warranties or the performance of any obligations under this Contract.

4.6.3. This Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in this Contract or, otherwise, as customarily done in the trade, and in accordance

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with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark this Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in this Contract, this Contractor shall have no right to any return of the packing materials.

4.6.4. Unless otherwise specified in this Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of this Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of this Contract.

4.6.5. Unless otherwise specified in this Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under this Contract, the Contractor warrants and represents that:

(i) The Goods, including all packaging and packing thereof, conform to the specifications of this Contract, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in this Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

(ii) If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under this Contract;

(iii) The Goods are of the quality, quantity and description required by this Contract, including when subjected to conditions prevailing in the place of final destination;

(iv) The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

(v) The Goods are new and unused;

(vi) All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with this Contract;

(vii) During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of this Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,







(viii) The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under this Contract.

- 4.6.6. Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of this Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in this Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If this Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.
- 4.6.7. Notwithstanding any other rights of, or remedies available to UNDP under this Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of this Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:
- i) provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; or,
  - ii) repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of this Contract; or,
  - iii) replace the Goods with Goods of equal or better quality; and,
  - iv) pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.
- 4.6.8. In the event that UNDP elects to return any of the Goods for the reasons specified in paragraph (g), above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under this Contract, including, but not limited to, the right to terminate this Contract, the Contractor shall be liable for any additional cost beyond the balance of this Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred or preserving and storing the Goods for the Contractor's account.
- 4.6.9. The Contractor warrants and represents that the Goods delivered under this Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in this Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of this Contract.
- 4.6.10. The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under this Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder



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the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

**4.7. Contractor's Equipment.**

- (a) The Contractor shall, upon request by the Engineer, at any time in relation to any item of Contractor's Equipment that has been hired, provide the agreement for such hire which shall include the name, address of the owner and the cost of such hire.
- (b) The Contractor shall whenever required by Engineer produce evidence satisfactory to Engineer of the ownership of any Contractor's Equipment, Temporary Works or Materials or of the agreement under which the same has been hired or required.



**4.8. Conditions in Iraq.**

- 4.8.1. The Contractor understands and agrees that: (i) the Works are to be carried out under harsh and hostile conditions; (ii) as a result of such conditions, all United Nations international personnel have been removed from the country; and (iii) UNDP has no control over such conditions and cannot protect or secure the Contractor from such conditions. In carrying out the services, the Contractor shall assume the risks associated with such conditions and UNDP shall have no liability therefore.
- 4.8.2. The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of the services provided by the Contractor pursuant to this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**4.9. Payment Terms.**

UNDP shall effect payments after acceptance and upon achievement of the corresponding milestones and for the following amounts:

#	Item / Description / Milestone	Payment Portion
<b>1</b>	<b>REHABILITATION &amp; CONSTRUCTION WORK</b>	
1.1	Work in progress (payable based on Bill of Quantities Schedule)	90%
1.2	Upon Certificate of Substantial Completion	5%
1.3	Upon Certificate of Final Completion (Completion of Defects Liability Period)	5%
<b>2</b>	<b>PROVISIONAL ITEMS</b>	
2.1	Work in Progress (payable based on Bill of Quantities Schedule)	90%
2.2	Upon Certificate of Substantial Completion	5%

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2.3	Upon Certificate of Final Completion (Completion of Defects Liability Period)	5%
<b>3</b>	<b>TRAVEL AND ACCOMODATION OUTSIDE IRAQ</b>	
3.1	Monthly Payment <i>Any requirements for travel and accommodation outside Iraq shall be approved by UNDP and shall be reimbursed at standard UNDP rates.</i>	100%

4.10. 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.

4.10.1. 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.

4.10.2. 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.

4.11. 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.

4.11.1. 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 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.

4.12. 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:

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<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.

**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.
- 5.2 Invoices submitted by fax and email 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 the UNDP.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

**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:**

\_\_\_\_\_ [INSERT NAME OF RR OR  
**DIVISION CHIEF]**  
 Chief  
 United Nations Development Programme

Ref. \_\_\_\_/\_\_\_\_/\_\_\_\_ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: \_\_\_\_\_

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Fax: \_\_\_\_\_

Cable: \_\_\_\_\_

**For the Contractor:**

\_\_\_\_\_  
[Insert Name, Address and Telex,  
Fax and Cable Numbers]

8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

\_\_\_\_\_  
[Insert Name, Address and Telex,  
Fax and Cable Numbers of the Engineer]

**OR**

8.3 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,

**[INSERT NAME OF RR or Bureau/Division Director]**

For [Insert name of the company/organization]



Agreed and Accepted:

Signature \_\_\_\_\_

Name \_\_\_\_\_


Title \_\_\_\_\_

Date \_\_\_\_\_


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## ANNEX 4


### General Conditions of Contract for Works

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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. Labor
  35. Returns of Labor, 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

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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
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64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by UNDP
68. Termination by UNDP
69. Termination by the Contractor
70. Rights and Remedies of UNDP
71. Settlement of Disputes
72. Privileges and Immunities

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## 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




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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.


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- h) The Engineer shall interpret the requirements of the Contract Documents and judge the performance there under 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

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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.

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## **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 works, 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.

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## 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 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

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duly constituted authority for the protection of the Works and the materials and equipment utilized there for 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.



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## **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

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made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

#### **23.4. 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.

#### **24. 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.

#### **25. 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.

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## **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 therefore.

## **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, reconstructed 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

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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 labor 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.

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

The Contractor shall in all dealings with labor 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 Labor**

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



## **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 labor 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, labor 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

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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 fulfil.

## **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.



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### **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 Program 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 Program or proposals, as the case may be.

### **41.2 Way leaves, etc.**


The Contractor shall bear all expenses and charges for special temporary way leaves 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.

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- 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 labor 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.



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- 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.

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## **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.

**2 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.

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### **3 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.

### **4 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.

### **5 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.

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### **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.

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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.



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## **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**


### **Section 1.01**

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 unreasonably withheld or delayed.
- 2** 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 delivering the same at the said address against an authorized signature certifying the receipt.
- 3** 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.
- 4** 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.



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## 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 UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the Works or the Contractor's performance thereof.


The Contractor shall allow 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 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 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 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 UNDP of the occurrence of the force majeure submit a statement to 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 suspension;
- (c) 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;
- (d) 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, 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

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- (e) For the purpose of the preceding sub-paragraph, UNDP may consider the Contractor permanently unable to perform in case of any suspension period of more than ninety (90) days.

## **67 SUSPENSION BY UNDP**

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 UNDP' 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 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 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 UNDP**


UNDP may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of 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 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 UNDP detailing the nature and the circumstances

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of the breach or other situation. Upon acknowledgement in writing by UNDP of the existence of such breach and UNDP' inability to remedy it, or upon failure of 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 UNDP**

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

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.

### **1 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.

### **2 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.

### **3 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.

### **4 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 UNDP is an integral part.

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## ANNEX 5

### ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

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In accordance with the Contract, the following special conditions shall supplement or replace the provisions of Annex IV – General Conditions of Contract for Civil Works (hereinafter “the General Conditions”).

## 1. General duties/powers of the Engineer

In addition to Clause 5 of the General Conditions,

(a) UNDP has engaged a national staff member to perform the supervision and engineering service under the Contract as "Engineer" and reserves the right to engage any additional natural or legal persons of its choice, including its own staff, to perform functions of the Engineer.

(b) The Engineer’s functions shall additionally include the following:

- (a) preparation of any instructions and other documents to serve as supplementary information for the performance of the Works by the Contractor in conformity with and under this Contract;
- (b) monitoring of the Works; and
- (c) the inspection of equipment, materials, works, or services provided by the Contractor.
- (d) issue of certifications for the receipt and acceptance the goods supplied or Works implemented under the Contract.

(c) UNDP confirms that the Engineer shall have no authority to enter into or create financial obligations or liabilities on behalf of UNDP that are inconsistent with and without the express authority of UNDP. The Engineer shall have no authority to modify, amend or terminate any provision of this Contract unless authorized by UNDP formally.



(d) The Contractor confirms that it shall co-operate with the Engineer in respect of the proper functions to be performed by the Engineer, and shall not interfere with or impede the performance of those functions. The Contractor shall grant the Engineer access to the Contractor’s work in progress, its premises, including manufacturing sites, and to equipment and materials intended for supply or supplied by the Contractor.

(e) The Contractor shall throughout the period of the Contract promptly proceed with the Works in accordance with the decisions, instructions given by the Engineer. Any work executed or equipment or materials supplied in accordance with the decisions or, instructions received from the Engineer shall not in any way relieve the Contractor from his responsibilities for supplying equipment and materials and for executing the Works in accordance with the terms and conditions of the Contract.

## 2. Insurance of Works

In accordance with Paragraph 21 of the General Conditions, the Contractor shall obtain the following insurance cover. The Contractor shall provide original certificates of such insurance from an insurance company of repute and acceptable to UNDP prior to Contract signature:

- (a) Comprehensive general liability insurance:
  - For each occurrence           US \$ 250,000.00
  - Aggregate limit:               US \$ 1,000,000

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(b) Contractor's All-risks insurance shall be One hundred and ten percent (110%) of the Contract Price

(c) Workmen's compensation, disability benefits and UNDP's liability insurance shall be in conformance with statutory requirements.

(d) Comprehensive automobile liability insurance:

For each occurrence:	US \$500,000
Aggregate Limit:	US \$1,000,000

### 3. Access to Site and Holiday access

Further to Clause 37 of the General Conditions, access to Site shall at all times be coordinated with UNDP. The Contractor must inform UNDP or its authorized representative in advance if the Contractor wishes to work outside legally recognized working hours or holidays.

### 4. Force Majeure

Further to Clause 66 of the General Conditions:

- (a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (b) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (c) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by UNDP, shall either: demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.



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# **Invitation To Bid**

**ITB - 030/13**

**FOR**

**REHABILITATION OF AL MA'ARIFA PRIMARY  
SCHOOL, AL NASHWA, MAJNOON AREA OF  
BASRAH, IRAQ**

**Volume II of III**

**Annex 1: - Scope of Works**

**Annex 2: - Technical Specifications**

**Annex 3: - Drawings**

April 2013



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## **1 ANNEX I: - SCOPE OF WORKS**

### **1.1 BACKGROUND**

Shell Iraq Petroleum Development B.V. (Shell) has been working with United Nations Development Programme (UNDP) Iraq on a multi-faceted programme in Basrah Governorate. The motivation for Shell's initial request to UNDP was to implement (1) Hiring of local (skilled) labourers and service providers as a good business practice and a longer term cost-reduction measure, and (2) Local area development activities and local community incorporation to reduce social unrest, a major cause of past disruptions of oil field production.

The Oil & Gas Industry is of critical importance in Basra Governorate, especially after the Government of Iraq granted work permits to oil companies in order to invest in this Governorate. As a result, approximately 5,000-7,000 job opportunities in skills required by the Oil & Gas Industry – including welding, rigging, scaffolding, electrical works, civil works etc., – are expected to be created in the next five years. Initial scoping has seen a high demand for many of these positions now, and this demand is expected to rise sharply. International Oil Companies (IOCs) operating in Basrah and throughout Iraq are strongly encouraged to maximize their hiring of Iraqi employees and use of goods and services supplied locally. However, this has proven difficult as economic difficulties and wars experienced by Iraq over the previous 30 years have depleted the nation's supply of skilled labour and its small business base. If the local supply of qualified workers remains insufficient for IOC production/construction needs, foreign contractors and labourers will have to be imported, leading to significantly higher operating costs for IOCs, and jobs given to internationals, thus prolonging local unemployment and leading to possible future discontent and social unrest.

Under the **Local Area Development Programme (LADP)** implemented from 2007-2010, seven UN Agencies have been working in districts in Northern, Central and Southern Iraq on local area development planning. The LADP programme was delivered through national Area Co-ordinators (from ILO/UNOPs working in Sulymaniyah; UN-Habitat working in Babylon and UNDP in the Marshlands area (Basrah, Missan and Thi-Qar) who led a wide range of representatives from the local population through a participatory planning process to determine local development priorities across the sectors from water and sanitation to education, health and municipal services. This project is expanding this LADP approach to over twenty villages in Al Nashwa Sub-District in the Majnoon Area, aiming at improving access for all to quality essential service delivery, and livelihood revival and diversification. This stands to benefit Shell's reputation as well as to support local vulnerable populations.

### **1.2 PROJECT AREA**

The Al Ma'arifa Primary School is located, in the Al Nashwa Sub-District, in the Majnoon Area of Basrah, Iraq

### **1.3 OBJECTIONS AND ENVISGED OUTCOMES**

The LADP project's primary envisaged outcome is to assist local government and village leaders to develop a process whereby local communities through their chosen representatives together with civil society and the private sector are able to articulate their local development priorities.



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Communities will monitor the delivery of services and participate in the stewardship of local assets and resources thereby contributing to increased transparency and accountability. This process ensures representation of interest groups (i.e. farmers and business men) and inclusion of the vulnerable and underserved groups. The focus of assistance will be to build awareness and participation in local governance. A network of representatives within the communities will be identified to form a platform to raise community concerns and engage in dialogue with all of the development partners, including the private sector.

Another envisaged outcome is to implement certain projects that are identified by community members as critically needed. Therefore, the main objective of this part of UNDP's approach in Basrah is to rehabilitate and to add two new classrooms, at the Al Ma'arifa Primary School, in the Al Nashwa Sub-District, in the Majnoon Area of Basrah, Iraq

### **1.4 WORKS TO BE PROVIDED BY THE CONTRACTOR**

#### **1.4.1 Nature of Contract**

This contract includes supply, delivery, installation, testing and commissioning of civil, electrical, mechanical, etc., materials and equipment and appropriate training for the "Works" detailed in this Scope of Works, the attached Technical Specifications and Bills of Quantities.

#### **1.4.2 Description of Works**

This specification covers the supply, installation, testing and commissioning of rehabilitation works for a designated area at the Al Ma'arifa Primary School, in the Al Nashwa Sub-District, in the Majnoon Area of Basrah, Iraq.

The works is to construct two new additional classrooms, ablution block, rehabilitation works, etc., however not limited to the following:

- Excavation, leveling and backfilling works;
- Various concrete works and reinforcement works;
- Brick works;
- Plastering and painting works;
- Flooring works;
- Roof isolation works;
- Supply and install doors and windows;
- Supply and install AC units;
- Supply and install electrical works such as light fittings, socket outlets and electrical wiring; distribution boards; fans; electrical cables... etc.
- Supply and install sanitary fixtures;
- Supply and install plastic water tank;
- Supply and install PVC rain water pipe;
- Supply and install electrical pump;
- Supply materials required to implement septic tank;
- General rehabilitation works for the existing WC;
- Supply and install steel ladder with painting;
- Supply and install water Reverse Osmosis unit (60 liter / hr).



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The works including supply, install all the required materials and equipment, testing and commissioning of all related equipment and as detailed in the bills of quantities and all other ancillary work required to complete the entire scope of works.

The Works includes provision of required manpower, machinery and materials for the works as described hereunder and under the technical specifications, bills of quantities and drawings.

### 1.4.3 Transportation of Materials

Transportation of materials shall be contractor's responsibility.

### 1.4.4 Test and Commissioning

The scope of work includes testing and commissioning of all the equipment installed by the contractor.

## 1.5 CONTRACT DURATION

All works shall be completed within twelve (12) weeks of contract award.

## 1.6 MATERIALS TO BE PROVIDED

### 1.6.1 Materials to be provided by the Contractor

The contractor shall be required to provide all equipment and materials as listed under the Bills of Quantities and Specifications" in accordance with the specifications provided.

### 1.6.2 Materials to be Provided by UNDP

No materials will be supplied by UNDP

## 1.7 FACILITIES TO BE PROVIDED

### 1.7.1 Facilities Provided by UNDP

No site facilities shall be provided by UNDP.

### 1.7.2 Facilities Provided by The Contractor

All required facilities for proper development of all phases of the project shall be its own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the contractor's price.

## 1.8 GENERAL RESPONSIBILITIES / REQUIREMENTS

The Services shall also include some duties normally performed by UNDP field staff, which includes the establishment and maintenance of contacts with counterparts and other stakeholders. These shall include, yet not be limited to, liaising and maintaining strong working relations with all stakeholders and obtain all required letters, approvals, documentation...etc.



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### 1.8.1 Reporting

Given the remote management nature of the project and the fact that UNDP cannot maintain prolonged and/or frequent on-the-ground presence, one of UNDP's management tools is through comprehensive progress reports supported by photographs, videos and similar materials from its implementation partners. The same also applies for illustrating project impacts.

### 1.8.2 Contents of Report

During implementation the contractor shall provide UNDP with weekly progress reports including yet not limited to:

- Meetings held with counterparts, contractors .....etc.
- Progress reporting, delays....etc
- Staff employed by contractor, sub-contractors, counterparts.
- Financial status, predicted cash flow, expected variations.
- Technical Issues.

### 1.8.3 Photography & Video Material

The contractor shall provide adequate photographs and video materials as an integral part of any submitted report with the purpose of illustrating progress, impact, elements requiring particular attention and so forth. Photographs and videos shall also be captured and submitted as frequent as requested by UNDP.

While in certain instances the photographs/videos shall be required to portray the status of technical elements, which necessitates that these be of technical nature portraying an engineering view of the photographed element (i.e. defective bearing, leaking pipeline, broken cable, defective concrete, etc), in other instances the photographs/videos are rather required for general illustrative purposes and should convey a general inclusive overview for non-engineering purposes. It should be noted that these should have an artistic essence to them.

The contractor is alerted to the particular requirements for non-engineering purposes photography/videos, which are required to achieve several purposes including yet not limited to: Conveying the overall extent and magnitude of the intervention.

- Conveying the overall intervention nature.
- Conveying a broad overview of the overall intervention.
- Conveying the pre-intervention conditions (i.e. impact of not having the intervention in place such as streets flooded with wastewater, child without access to water and the like).

Conveying the post-intervention conditions (i.e. impact of having the intervention in place such as dry and clean streets, child with access to water and the like), which are generally used to assess the intervention impact.

Although many professionals have adequate capacity to capture photographs and videos, the contractor shall ensure a professional photographer/cameraman is appointed for this particular purpose that has adequate capacity to capture technical and non-technical photographs with the required artistic essence.



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Photographs and videos must be accompanied by basic caption information linked to each image file name identifying the date, location, subject and (if relevant) UNDP activity. The name and contact of the staff photographer should also be provided for follow-up queries. The contractors cost shall be deemed included and/or surcharged in/to the rates for each activity.

### 1.8.4 Close Out Report

Upon completion of all activities of the project the contractor shall submit a collective Close-Out Report which reflects all aspects encountered during implementation inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft form to UNDP. The contractor shall do a report presentation during which UNDP shall present and discuss their comments and remarks.

The report shall then be presented in its final form following incorporation of all UNDP comments and remarks.

The contractor shall, at least, submit two (2) hard copies to UNDP (1) soft copy to UNDP.

### 1.8.5 Translation of Documents

The contractor shall not convey any Arabic language correspondences to UNDP all official correspondences with the counterparts and other relevant material shall be translated to the English language by a certified translator. The contractor shall always submit the Arabic version together with the translated version including due stamping and sealing of the translated version with sufficient proof that the utilized translator is certified the Government.

The contractors cost shall be deemed included and/or surcharged in/to the rates for each activity.

### 1.8.6 Project Specific Support Services

The support services may include fees for payments settled by the contractor on behalf of UNDP for the ongoing activities under the contract. Such as, but not limited to, payments for placing advertisements, printing services, renting site equipment, technical team resources support and so forth. The payment shall be settled based on clear instructions from UNDP after at least three quotations are collected and submitted by the contractor to UNDP and the lowest responsive quoted price is approved by UNDP.

UNDP, upon the requirement, shall instruct the contractor to perform the above mentioned services by collecting a minimum of three simple quotations for each type of services.

## 1.9 DRAWINGS

The attached drawings are to be read together with the Scope of Works, Technical Specifications and Bills of Quantities and/or Price Schedule.

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## **2 ANNEX II: - TECHNICAL SPECIFICATIONS - GENERAL REQUIREMENTS**

### **2.1 SCOPE**

This section covers general and particular technical requirements for the project.

### **2.2 STANDARDIZATION OF CONSTRUCTION WORKS**

The works shall be of similar construction to those existing, in order to aid standardization and simplify stock holding and material rationalization.

All or part of such works and variations to this specification may be required due to particular project requirements and the following shall, therefore, be governed by the project requirements as described hereafter.

### **2.3 STANDARDS**

The equipment and works shall be designed and executed in accordance with specified requirements and in accordance with the latest versions of the standards given in the specifications or other recognized engineering standards and codes of practice approved by the UNDP. The Contractor shall investigate the existence of any regulations and local by-laws governing the proposed works and shall fully comply with relevant requirements therein.

The following quality and shipping standards should be complied with in design, manufacture, and testing for all equipment and materials supplied by the contractor.

### **2.4 CONSTRUCTION AND MANUFACTURING STANDARDS**

All equipment and materials shall be manufactured strictly in accordance with the latest standards of:

- International Electro technical Commission (IEC), ASTM International, American National Standards (ANSI), Electromagnetic Compatibility (EMC), Deutsches Institute fur Normay (DIN),
- British Standard (BS), European Standards (EN), etc. and not limited to...
- In addition, all materials, equipment, construction activities to be implemented under this contract shall fully comply with the latest "Standards" published by the Government of Iraq.

### **2.5 QUALITY STANDARDS**

- ISO 9000: Quality Assurance
- ISO 9001: Quality Systems - Model for quality assurance in design, development, production and servicing.
- ISO 9002: Quality Systems - Model for quality assurance in production, installation and servicing.
- ISO 9004: Quality Management and Quality System Elements.

### **2.6 SHIPPING STANDARDS**

- CFR 49: Code of Federal Regulations - Title 49 Part 100 - Part 185
- IATA: International Air Transport Association.
- IMFC: International Motor Freight Code.
- IMO: International Maritime Organization, regulations.





## 2.7 SERVICE CONDITIONS

The equipment and installation shall be suitable for use in the following Service Conditions:

Item	Description
Altitude above sea level	Up to 1000m above sea-level
Ambient Temperature:	
Maximum outdoor - shade	+55°C for approximately 6 hours per day
Minimum outdoor	-10°C
Maximum outdoor daily average	+40°C
Maximum outdoor yearly average	+30°C
Maximum ground at depth 1m	+35°C
Maximum Sun (for black objects)	+85°C
Relative Humidity:	
Maximum	92%
Minimum	12%
Yearly Average	38%
Maximum wind velocity:	145 kilometer per hour
Rainfall per year:	
Maximum	500mm
Minimum	50mm
Yearly Average	15mm
Maximum in one day	65mm
Atmosphere	Subject to sand storms and wind blown dust
Average no. of days per year of dust storms	21
Average no. of days per year of thunder storms	15

## 2.8 CONTRACT MANAGEMENT

### 2.8.1 The Engineer

The Contractor shall comply with all project instructions, management systems, procedures, general and special requirements of the Engineer when carrying out implementation works.



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### 2.8.2 Method Statement

Prior to the commencement of the contract, the Contractor shall provide a detailed methodology statement. This shall include full details of both type and quantity of all the plant and equipment he proposes to use and a work program, clearly showing the timing and sequence of all activities.

### 2.8.3 Records

The Contractor shall keep at the site accurate and detailed electrical drawings of the work, including a record of times, dates for his site activities, and shall provide the Engineer with copies of these records.

At the conclusion of the Project, the Contractor shall supply reproducible copies of all drawings, showing full details of the works implemented.

### 2.8.4 Supervision

The Contractor shall employ at the works at adequate number of engineers and staff during the construction stage to supervise all stages of the work as appropriate.

### 2.8.5 Site office

Within one (1) week of the “Commencement Date”, the contractor shall establish a temporary site office which shall include one (1) office for UNDP's engineer.

### 2.8.6 Services

The Contractor shall be responsible for the provision of services such as electricity, water, sewerage, telecommunications and roads and other facilities required to execute works.

## 2.9 SAMPLES, TESTING & INSPECTION

Cost of all samples and testing shall be borne by the Contractor and deemed to be included in the Contract price.

## 2.10 HEALTH, SAFETY & ENVIROMENTAL (HS&E) REQUIREMENTS

The Contractor throughout the execution and completion of the works shall fully comply with international recognized safety regulations specified under the Technical Specifications i.e.:

- Take care for the safety of all persons engaged at site works,
- Use reasonable efforts to keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons,
- Provide and maintain electrical materials, diesel generators, guarding and watching of the works until completion and taking over of the works,
- Take all reasonable steps to protect the environment on and off site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other cause arising as a consequence of his method of operation.
- Provide to all site workers safety clothes, equipment, materials, etc., to perform ongoing activity such as portable earths, safety helmets, working and insulated gloves and safety shoes.

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## **2.11 SITE SURVEY**

The Bidder shall be deemed to have inspected and examined the site and its surroundings, and to have satisfied himself with site conditions before submitting his Bid.

## **2.12 SITE PREPARATION**

The Contractor shall be responsible for all site preparation works.

## **2.13 WORKING PRACTICES**

The contractor shall at all times comply with the restrictions and conditions stipulated by the responsible authorities. Before any work is undertaken, the contractor shall give due notice to the engineer and all utilities where services may be in conflict with the works.

The contractor shall provide and erect work signs, bollards, lighting, safety barriers, and such like where necessary or required to ensure safety of the public and workers.

All care shall be taken to minimize damage to property in the execution of these works, by means of route planning, design, and prior consultation with owners, occupiers, and responsible authorities. It shall be the contractor's responsibility to make good any damage, which is caused, to lands, crops, trees, walls, fences, gates, drains, pipelines, buildings, roads, or other property, caused directly or indirectly by the execution of the works.

## **2.14 MEASUREMENT OF QUANTITIES**

UNDP reserves right to increase, decrease quantities or cancel any items in the BoQ as per actual requirements.

Bidders shall familiarize themselves with the conditions on site and actual quantities required as the prices submitted in the bid shall be inclusive of everything required for successful completion of the project.

## **2.15 TRANSPORTATION OF MATERIALS**

The Contractor shall be responsible for transport of all equipment to the site including loading, off-loading, etc. and all costs and expenses involved in transport from the warehouse storage works to the sites.

The Contractor's responsibility shall also include the construction of an adequate access way, if necessary, for construction and delivery of plant from the public highway to each site.

The Contractor shall ensure that damage to any public or private roads or footpaths used by any vehicles or plant proceeding to or from the site kept to a minimum and shall be responsible for the cost of all repairs necessary to restore such roads or footpaths at least to the condition previously obtaining.

## **2.16 REDUNDANT EQUIPMENT**

Redundant equipment as identified by the Engineer shall be carefully removed and delivered to the warehouse as indicated by the Engineer



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The contractor shall keep inventory of the quantities and obtain signature of acceptance from the applicable authority.

### **2.17 QUALITY ASSURANCE REQUIREMENTS**

#### **2.17.1 Quality Plan**

The Contractor shall prepare a job specific Quality Plan for all work performed under the Contract. This Plan shall include, but not be limited to, the following Contract information and quality system elements:

- Identify the senior personnel responsible for execution of work and quality for the Contract.
- Include an organizational chart.
- Name of HS&E Representative
- Name of the Quality Management Representative.
- Contract Program.
- Contract procedures, test certificates and manuals.
- Inspection and Testing including all proposed inspections and testing (ITP's)
- Inspection, measuring and test equipment.
- Control of non-conforming product including all applicable records (NCR).
- Handling, storage, packaging and delivery plan.
- Quality records.

Should the Contractor fail to execute the work in accordance with the approved Quality Plan, the Contractor shall be deemed to be in default.

#### **2.17.2 Submission of HS&E and Quality Plans**

The HS&E and Quality Plans shall be submitted to the Engineer for approval within one (1) week of the Commencement Date” and shall contain the approval signature of a person at a suitable level in the Contractor’s organization.

Inspection and Test Plans are required to be submitted for approval. In addition, the engineer will nominate those plans or other documentation referenced in the Quality Plan, that are to be submitted for approval before that portion of the work is commenced.

When changes to the HS&E and Quality Plans are proposed, they shall be submitted to the Engineer for review and acceptance before they are implemented.

#### **2.17.3 Audits & Quality System**

The Engineer may conduct audits on a daily basis to determine that work is carried out in accordance with the HS&E and Quality Plans.

### **2.18 DRAWINGS**

#### **2.18.1 Design Drawings**

The work shall be implemented strictly in accordance with design drawings to be provided by the Engineer, and Contractor shall liaise with the Engineer to identify final locations.

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### 2.18.2 Shop Drawings

The Contractor shall prepare Shop Drawings for the installation works. These shall be based upon the actual equipment to be installed, selected for use by the Contractor according to manufacturers subsequently approved by the Engineer. The Contractor shall make such adjustments to the design as are necessary to accommodate the technical and physical requirements of the selected equipment in the preparation of the Shop Drawings.

Such adjustments shall at all items ensure that the final performance of the completed installations is achieved as intended.

Shop Drawings shall be checked and coordinated with the work of all trades involved before submission for the approval of the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings submitted without this stamp of approval may be returned to the Contractor for resubmission.

### 2.18.3 As Built Drawings and Manuals

#### (a) As Built Drawings

As Built drawings shall be updated on a daily basis and shall be kept separate from the Design and Shop Drawings. Changes shall be indicated in different color i.e. "Red" - omitted; "Green" - New, etc. All changes shall be approved and countersigned by the engineer.

Within Thirty (30) days of the issue of the "Certificate of Substantial Completion", the Contractor shall provide fully detailed "As Built" Record Drawings for the whole contract works together with full operating and maintenance instructions to be checked and approved by the Engineer. Record drawings shall also be submitted electronically computer CD. Temporary manuals and record drawings shall be made available at least one month before to enable the Employer's staff to familiarize themselves with the installation. These should preferably be the final manuals with temporary insertions for the items, which cannot be finalized until the works are completed and tested.

The Drawings shall comprise general arrangement drawings of all installations; detail drawings of plant rooms and similar areas; single line diagrams of all services; line diagrams of control systems; and electrical circuit diagrams.

The Drawings shall indicate the color coding, labeling & identification of all the services as previously described, & shall give full working details of size, load, duty & capacity of each item of plant. The Drawings shall also clearly indicate the location of all vents, drains, dampers, valves & test points. The line diagrams shall indicate the type, location & function of each component and, together with the interconnecting wiring & piping, the terminal connection reference numbers or letter on the actual equipment.

In addition to the As built Drawings, the Contractor shall obtain and provide two (2) sets of the manufacturer's catalogues, spare parts and detailed drawings of all items of plant, suitably titled and with drawing reference numbers added.

The As built Drawings shall be specially prepared and shall not be modified Working Shop Drawings.

The preparation of these Drawings shall proceed during the installation of the Contract Works, as each section is completed. To ensure that this requirement is met, the Engineer shall be allowed to inspect the Drawings on request.

(b) Operation and Training Materials

All manuals shall be supplied together with plant and equipment to be delivered to site. Installation shall not commence without the manuals. Upon completion of testing and commissioning the manuals shall be updated by inserting testing and commissioning sheets and reflect all changes to the original design, if any.

The Operating and Maintenance Instructions shall be prepared as soon as the working drawings are in hand and shall take the form of a manual in which is described the layout and function of the systems, schedules of components comprising each & every item of equipment including manufacturer's name, reference & serial number & operating maintenance instruction based on the manufacturer's standard instruction's simplified where necessary.

An overall maintenance schedule shall be prepared by the Contractor on a system basis, listing out in simple terms the plant, nature of attention and intervals due. This shall be cross referenced with the manufacturer's standard instructions.

Drawings shall be arranged to fold out from their position and be entirely visible when any part of the manual is being read. The manuals shall be encased in binders.

All operating instructions and maintenance procedures must be displayed clearly in plant rooms.

The Contractor shall include for the preparation and supply of the required number of copies for the manuals and drawings after all details have been approved by the Engineer. The Contractor must submit the required number of copies of record drawings as mentioned in the general and special conditions of the contract. Moreover an electronic set (on CD) must be provided.

## **2.19 PROGRAMME FOR THE WORKS**

The Contractor shall within one (1) week of the "Commencement Date" submit a time-scaled linked bar chart in "Microsoft Projects" for approval by the UNDP.

The program shall identify all key activities required to complete the works, show intermediate milestones for the purpose of assessing progress on the works and the proposed timing for all Contract deliverable's including documentation.

This program shall be maintained by the Contractor throughout the project and shall only be varied with the approval of the Engineer.

## **2.20 TESTING UPON COMPLETION**

Prior to taking over of the Works or any section of the Works or to putting any portion of the Works into service, the Contractor shall carry out Tests Upon Completion in accordance with the



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provisions of the Specification. The tests shall be carried out in the presence of the Engineer and to his satisfaction.

The Contractor shall be responsible for the measurement, recording and reporting of Tests on Completion. As each item is completed, its completion shall be certified by the Contractor and countersigned by the Engineer. Three (3) copies of the certificates shall be submitted to the Engineer.

The Contractor shall provide and bear the cost of competent test personnel, instrumentation and test rigs together with all auxiliary personnel, electric power and other services necessary for the completion of the tests.

The Tests on Completion shall verify the correct functioning of individual parts of the Works and of systems involving more than one item of equipment. The tests shall include tests for dielectric withstand, insulation resistance, earth resistance, correct wiring and connections, correct functions and operating characteristics, and polarities.

If the Engineer fails to appoint a time after having been requested to do so or to attend at the time and place duly appointed, the Contractor shall be entitled to proceed in the absence of the Engineer and such tests shall be deemed to have been made in the presence of the Engineer.

If any portion of the Works fails to pass the Tests on Completion, then tests on the said portion shall, if required by the Engineer, be repeated within a reasonable time upon the same terms and conditions, save that all costs and losses incurred by the Engineer in consequence of such failure and/or by such repetition shall be borne by the Contractor.

Proximate notification of each particular test or inspection shall be given to the Engineer on an approved form not later than 24 hours prior to the scheduled commencement of the particular test.

PART END





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### **3 ANNEX II : - TECHNICAL SPECIFICATIONS - DETAILED REQUIREMENTS**

#### **3.1 SECTION 01 PART 2 - Coordination and Meetings**

##### **PART 1 GENERAL**

##### **1.01 Section Includes**

- A. Coordination
- B. Pre-construction meeting
- C. Site mobilization meeting
- D. Progress meetings
- E. Pre-installation meetings
- F. Examination
- G. Preparation
- H. Cutting and Patching
- I. Alteration project procedures.

##### **1.02 Related Sections**

- A. Section 01041: Project Coordination: Coordination with Project Manager.

##### **1.03 Coordination**

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

##### **1.04 Pre-construction Meeting**

- A. Supervising Engineer/Owner's Representative will schedule a meeting after Notice of Award.
- B. Attendance Required: Supervising Engineer/Owner's Representative, and Contractor.



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C. Agenda:

- 1) Execution of Owner-Contractor Agreement.
- 2) Submission of executed bonds and insurance certificates.
- 3) Distribution of Contract Documents.
- 4) Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
- 5) Designation of personnel representing the parties in Contract, and the Supervising Engineer/Owner's Representative.
- 6) Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract close-out procedures.
- 7) Scheduling.

- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Supervising Engineer/Owner's Representative, Owner, participants, and those affected by decisions made.

**1.05 Site Mobilization Meeting**

- A. Supervising Engineer/Owner's Representative will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required: Supervising Engineer/Owner's Representative, Special Consultant, Contractor, and major Subcontractors.

C. Agenda:

- 1) Use of premises by Owner and Contractor.
- 2) Owner's requirements.
- 3) Construction facilities and controls provided by Owner.
- 4) Temporary utilities provided by Owner.
- 5) Survey and building layout.
- 6) Security and housekeeping procedures.
- 7) Schedules.
- 8) Procedures for testing.
- 9) Procedures for maintaining record documents.
- 10) Requirements for start-up of equipment.
- 11) Inspection and acceptance of equipment put into service during construction period.

- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Supervising Engineer/Owner's Representative, Owner, participants, and those affected by decisions made.

**1.06 Progress Meetings**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.



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- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Main Contractor, major Subcontractors and Suppliers, Owner, Supervising Engineer/Owner's Representative, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1) Review minutes of previous meetings.
  - 2) Review of Work progress.
  - 3) Field observations, problems, and decisions.
  - 4) Identification of problems which impede planned progress.
  - 5) Review of submittals schedule and status of submittals.
  - 6) Review of off-site fabrication and delivery schedules.
  - 7) Maintenance of progress schedule.
  - 8) Corrective measures to regain projected schedules.
  - 9) Planned progress during succeeding work period.
  - 10) Coordination of projected progress.
  - 11) Maintenance of quality and work standards.
  - 12) Effect of proposed changes on progress schedule and coordination.
  - 13) Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Supervising Engineer/Owner's Representative, Owner, participants, and those affected by decisions made.

**1.07 Pre-installation Meeting**

- A. When required in individual specification sections, convene a Pre-installation meeting at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Supervising Engineer/Owner's Representative four days in advance of meeting date.

**1.07 Pre-installation Meeting (Cont'd)**

- D. Prepare agenda and preside at meeting:
  - 1) Review conditions of installation, preparation and installation procedures.
  - 2) Review coordination with related work.



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- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Supervising Engineer/Owner's Representative, Owner, participants, and those affected by decisions made.

<b>PART 2</b>	<b>PRODUCTS</b>	<b>- NOT USED</b>
<b>PART 3</b>	<b>EXECUTION</b>	<b>- NOT USED –</b>

END OF SECTION



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### **3.2 SECTION 01 PART 3 - Project Coordination**

#### **PART 1 GENERAL**

##### **1.01 Section Includes**

- A. Project coordination by the Project Coordinator.
- B. Construction mobilization.
- C. Schedules.
- D. Submittals.
- E. Coordination drawings.
- F. Close-out procedures.

##### **1.02 Related Sections**

- A. General Conditions: Duties of the Supervising Engineer/Owner's Representative; unless otherwise noted.
- B. Contract Close-out.

##### **1.03 Project Coordinator**

- A. Project Coordinator: Main Contractor.

##### **1.04 Construction Mobilization**

- A. Cooperate with the Supervising Engineer/Owner's Representative in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through the Supervising Engineer/Owner's Representative.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

##### **1.04 Construction Mobilization (cont'd)**

- D. Comply with instructions of the Supervising Engineer/Owner's Representative for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Supervising Engineer/Owner's Representative.

##### **1.05 Schedules**

- A. Submit preliminary progress schedule in accordance with Section 01300, and coordinated with Project construction schedule.



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- B. After review, revise and resubmit schedule to comply with revised Project schedule.
- C. During progress of work revise and resubmit as directed.

**1.06 Submittals**

- A. Submit preliminary shop drawings, product data and samples in accordance with Section 01300 for review and compliance with Contract Documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.
- B. Submit applications for payment on forms for review, and to Supervising Engineer/Owner's Representative.
- C. Submit requests for interpretation of Contract Documents, and obtain instructions through the Supervising Engineer/Owner's Representative.
- D. Process requests for substitutions, and change orders, through the Supervising Engineer/Owner's Representative.
- E. Deliver close-out submittals for review and preliminary inspection reports, to Supervising Engineer/Owner's Representative.

**1.07 Coordination Drawings**

- A. Provide information required by Supervising Engineer/Owner's Representative for preparation of coordination drawings.
- B. Review drawings prior to submission to Supervising Engineer/Owner's Representative.

**1.08 Close-Out Procedures**

- A. Notify Supervising Engineer/Owner's Representative when Work is considered ready for Substantial Completion.
- B. Comply with Supervising Engineer instructions to correct items of work listed in executed Certificates of Substantial Completion.
- C. Notify Supervising Engineer/Owner's Representative when Work is considered finally complete.
- D. Comply with Supervising Engineer/Owner's Representative's instructions for completion of items of Work determined by Supervising Engineer/Owner's Representative's final inspection.

<b>PART 2</b>	<b>PRODUCTS</b>	<b>(Not Used)</b>
<b>PART 3</b>	<b>EXECUTION</b>	<b>(Not Used)</b>

END OF SECTION



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### **3.3 SECTION 01 PART 4 - Submittals**

#### **PART 1 GENERAL**

##### **1.01 Section Includes**

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Construction photographs.

##### **1.02 Related Sections**

- A. Contract Close-out.

##### **1.03 Submittal Procedures**

- A. Transmit each submittal with an approved transmittal form to the Supervising Engineer / Owner's Representative.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or Supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Supervising Engineer/Owner's Representative at Site Office. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Supervising Engineer/Owner's Representative review stamps.
- I. Revise and resubmit, identify all changes made since previous submission.





- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

#### **1.04 Proposed Products List**

- A. Within 10 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.05 Shop Drawings**

- A. Submit in the form of one reproducible and the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Supervising Engineer/Owner's Representative.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above and for record documents purposes described in CONTRACT CLOSE-OUT.

#### **1.06 Product Data**

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Supervising Engineer and one copy for the Owner's Representative.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in CONTRACT CLOSE-OUT.

#### **1.07 Samples**

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Supervising Engineer/Owner's Representative selection.
- C. Include identification on each sample, with full Project information.



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- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Supervising Engineer/Owner's Representative.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

**1.08 Manufacturer Installation Instructions**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Supervising Engineer/Owner's Representative in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

**1.09 Manufacturer Certificates**

- A. When specified in individual specification sections, submit certification by manufacturer to the Supervising Engineer/Owner's Representative, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Supervising Engineer/Owner's Representative.

<b>PART 2</b>	<b>PRODUCTS</b>	<b>Not Used</b>
<b>PART 3</b>	<b>EXECUTION</b>	<b>Not Used</b>

END OF SECTION



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### **3.4 SECTION 01 PART 5 - Shop Drawings, Product Data and Samples**

#### **PART 1 GENERAL**

##### **1.01 Requirements Included**

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.

##### **1.02 Related Requirements**

- A. Project Record Documents
- B. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

##### **1.03 Shop Drawings**

- A. Drawings shall be presented in a clear and thorough manner.
  - 1. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

##### **1.04 Product Data**

- A. Preparation
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams to delete information which is not applicable to the Work.
  - 2. Supplement standard information to provide information specifically applicable to the Work.

##### **1.05 Samples**

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
- B. Field samples and mock-ups:



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1. Contractor shall erect, at the Project site, at a location acceptable to the Supervising Engineer/Owner's Representative.
2. Size or area: that specified in the respective specification section.
3. Fabricate each sample and mockup complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to the Supervising Engineer/Owner's Representative.

### 1.06 Contractor Responsibilities

- A. Review Shop Drawings, Product Data and Samples prior to submission.
- B. Determine and verify:
  1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Supervising Engineer/Owner's Representative in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or work which requires submittals until return of submittals with the Supervising Engineer/Owner's Representative approval.

### 1.07 Submission Requirements

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.
- B. Number of submittals required:
  1. All in accordance with Contract Documents.
- C. Submittals shall contain:
  1. All in accordance with Contract Documents.

### 1.08 Re-submission Requirements

- A. Make any corrections or changes in the submittals required by the Supervising Engineer/Owner's Representative and resubmit until approved.
- B. Shop Drawings and Product Data:
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  2. Indicate any changes which have been made other than those requested by the Supervising Engineer/Owner's Representative.



- C. Samples: Submit new samples as required for initial submittal.

#### **1.09 Distribution**

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the Supervising Engineer/Owner's Representative stamp of approval to:
1. Job site file.
  2. Record Documents file.
  3. Other affected contractors.
  4. Subcontractors.
  5. Supplier or Fabricator.
  6. As directed by the Supervising Engineer/Owner's Representative.
- B. Distribute samples which carry the Supervising Engineer/Owner's Representative stamp of approval as directed by the Supervising Engineer/Owner's Representative.

#### **1.10 Supervising Engineer/Owner's Representative Duties**

- A. Review submittals with reasonable promptness and in accordance with schedule.
- B. Affix stamp and initials or signature, and indicate requirements for re-submittal, or approval of submittal.
- C. Return submittals to Contractor for distribution, or for re-submission.

END OF SECTION



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### **3.5 SECTION 01 PART 6 - Contract Close-Out**

#### **PART 1 GENERAL**

##### **1.01 Requirements Included**

- A. Close-out Procedures.
- B. Final Cleaning.
- C. Operation and Maintenance Data.
- D. Systems Demonstration.
- E. Warranties and Bonds.

##### **1.02 Related Requirements**

- A. Conditions of the Contract.

##### **1.03 Close-Out Procedures**

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, work has been inspected, and that Work is complete in accordance with Contract Documents and ready for the Supervising Engineer/Owner's Representative's inspection.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. The Supervising Engineer/Owner's Representative will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

##### **1.04 Final Cleaning**

- A. Execute prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment. Clean roofs, gutters, down spouts, and drainage systems.
- C. Clean site; sweep paved areas, rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site. Owner will provide final cleaning after final acceptance.



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**1.05 Operation And Maintenance Data**

- A. Provide data for:
  - 1. Mechanical equipment and controls - Division 15.
  - 2. Electrical equipment and controls - Division 16.
  - 3. Other data as required by Contract Documents.

**1.06 Systems Demonstration**

- A. Prior to final inspection, demonstrate operation of each system to the Supervising Engineer/Owner's Representative.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

**1.07 Warranties and Bonds**

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION





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### **3.6 SECTION 01 PART 7 - Cleaning**

#### **PART 1 GENERAL**

##### **1.01 Requirements Included**

- A. Execute cleaning, during progress of the Work, and at completion of the Work.

##### **1.02 Related Requirements**

- A. Conditions of the Contract.
- B. Each Specification Section: Cleaning for specific Products or work.

##### **1.03 Disposal Requirements**

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### **PART 2 PRODUCTS**

##### **2.01 Materials**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

#### **PART 3 EXECUTION**

##### **3.01 During Construction**

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from demolition works, and construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.

##### **3.01 During Construction (Cont'd)**

- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

##### **3.02 Dust Control**

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as needed basis until painting is finished.



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- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

### 3.03 Final Cleaning

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.
- D. The Contractor will assume responsibility for final cleaning of interior and exterior surfaces of buildings before handing over.

### 3.04 Deep Cleaning

- A. Where specified deep cleaning shall be carried out to suit hospital environment as per standard health requirements and to suit occupation.
- B. Employ skilled and specialized sub-contractor for deep cleaning.
- C. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- D. Provide required level of finish to floors, ceilings, exterior and interior surfaces.
- E. The Contractor obtains Engineer's approval / certifications as required for deep cleaning.

END OF SECTION

### 3.7 SECTION 01 PART 8 - Health Safety and Environmental Provisions

#### 3.7.1 LIFE SAVING RULES

All Personnel must adhere to the 12 Life Saving Rules.



**Violations and/or disregards for the 12 Life Saving Rules may lead to immediate dismissal.**



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3.7.2 PROTECTIVE CLOTHING

Personal safety depends very much on wearing appropriate protective clothing.

a) **THE HEAD**

Safety helmets must be worn at all times and a chin strap used when working at heights.

b) **THE EYES**

Eye protection (approved safety glasses or goggles) must be worn at all times.

c) **MOUTH AND NOSE**

Inhalation of dust and fibrous material can cause irritation of the mouth, nose, throat and lungs.

When working in dusty environments or other similar environment, the personnel must wear a mask which covers the nose and mouth.

d) **EARS**

When working in noisy environments, ear plugs or muffs must be worn.

e) **HANDS**

Safety gloves must be worn during any activity that there is a risk of hand injury (climbing of ladder, cable pulling, hoisting etc.)

f) **FEET**

Safety boots must be worn at all times.

g) **BODY**

Fire Retardant coveralls must be worn at all times.

3.7.3 WORK AREA

All personnel shall ensure the following:

- a) All new personnel must undergo a Site Induction prior to being allowed to commence working at the site
- b) A tidy site must be established and maintained.
- c) All accumulated site rubbish must be removed at regular intervals.
- d) All statutory warning signs must be installed.
- e) A site diary must be established and filled in daily.
- f) Safe access and exit to and from sites must be maintained.
- g) All site materials must be stored in an orderly fashion.
- h) Contractor management must regularly inspect working site and submit inspection reports to MFD HS&E Team.
- i) All inspection records, certificates for lifting equipment, plant, etc. must be available for



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inspection.

- j) Permit to work must be obtained for most activities, displayed and kept-up to date.
- k) Tool box talks must be given on a weekly basis and pre-job meeting held daily.

### 3.7.4 FIRST AID

- a) Approved first aid kits shall be available and crew made aware of their location.
- b) Selected members of the crew must be trained in first aid.
- c) Supervision to be trained in location of nearest emergency Medical facility.
- d) Supervision to be provided MFD fire and medical emergency response numbers

### 3.7.5 FIRE PRECAUTIONS

It is a major requirement to protect against losses due to fire. As a result, adequate measures must be taken to protect individuals as well as the asset for risk due to fire or explosion.

Suitable firefighting equipment shall be provided to ensure adequate protection against these hazards. This equipment, together with fire alarm system and means of escape shall be maintained as far as reasonably practical.

As part of the site induction, all the personnel involved in the execution of the works for this CONTRACT shall receive basic information of the site fire prevention and emergency procedures

Minimum standard is defined as:

- a) Knowledge and understanding of cause and nature of fire.
- b) Knowledge and use of fire extinguishers.
- c) Understanding of evacuation procedure in case of emergency.
- d) Recognition of calm behavior in order to eliminate panic.
- e) Recognition of fire extinguishers and types of fires they are most effective against.

### 3.7.6 WELFARE FACILITIES

CONTRACTOR shall provide for his employees on site:

- a) Protection against weather.
- b) Adequate supplies of drinking water.

### 3.7.7 CONTROL OF HAZARDS TO HEALTH

- a) Material Safety Data Sheets (MSDS) must be made available at the work site for all controlled (hazardous) products.
- b) A work permit will be required for all work carried out in the vicinity of electrical and process systems.
- c) A first-aid kit adequate appropriate to number of personnel on site must be provided.
- d) An emergency list of telephone numbers and location of nearest first aid facility must be posted.



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3.7.8 HS&E INCIDENT REPORTING

- a) In the event of any emergency, injury, spill and/or near miss the ENGINEER must be informed immediately.
- b) All unsafe acts and unsafe acts must also be reported to must be reported to the ENGINEER in a timely manner.



### 3.7.9 HS&E Mobilization Checklist

Nr	Item	Yes	No	N/A
1	Contract signed and issued to contractor. (Provided by UNDP)			
2	Establish Contractor HS&E focal point specific to UNDP to facilitate implementation and execution of Contractor HS&E requirements.			
3	Submission and approval of contractor HS&E policies/plans. As a minimum, execution details specific to:			
3.1	< Fall Protection Plan.....			
3.2	< Critical / Engineered Lifts.....	_____	_____	_____
3.3	< Confined Space Entry.....	_____	_____	_____
3.4	< Electrical Isolations.....	_____	_____	_____
3.5	< Piping Isolations.....	_____	_____	_____
3.6	< Journey Management.....	_____	_____	_____
3.7	< Alcohol and Drug Policy.....	_____	_____	_____
3.8	< Personal Protective Equipment.....	_____	_____	_____
4	Hazard Assessment for Overall Work Activities			
5	Detailed Job Hazard Analysis (JHA) for each phase of work activities identified in Hazard Assessment for Overall Work Activities (Mobilisation Activities, Offloading Procedures, Material Handling, Temporary Facilities, etc.) Require review and site sign-off.			
6	Proof of Certification and/or documented Inspections by competent person for the following Equipment:			
6.1	< Cranes (Structural also required for cranes, including Drill Rigs)			
6.2	< Mobile Equipment (Excavators, Back-Hoes, Crawler Tractors, Front-End Loaders, etc) .....	_____	_____	_____
6.3	< Aerial Work-platforms .....			
6.4	< Welding Machines and Generators .....	_____	_____	_____
6.5	< Forklifts and Zoom Booms .....	_____	_____	_____
6.6	< Inspections per manufacturer specifications for all other equipment.	_____	_____	_____
7	Proof of Training :			
7.1	< Trade Certification per legislation (e.g. crane operators, gas fitters, electricians, welders, divers, boom truck operators, air brake endorsements, etc. ....			
7.2	< Proof of accredited / competency training for scaffolders, riggers and equipment operators (other than the requirement for driver's license .....	_____	_____	_____
7.3	< Proof of compliance by all contractor employees with Pre-Access Alcohol and Drug Testing requirements and results of approved personnel forwarded			





Nr	Item	Yes	No	N/A
8	Specific Emergency Response Plan including Emergency Contact Names, Emergency Phone Numbers, etc.			
9	Submission for approval of vehicle pass applications for all vehicles required to operate on the MFD concession.			
10	Confirm with the contract owner (e.g. Construction Manager, Superintendent, Project Engineer, etc. as applicable), assisted by HS&E Lead, any additional site-specific training requirements. This may include some of the following additional courses:			
10.1	< UNDP Facility Owner Orientation (Owner Provided – Mandatory for All Personnel .....			
10.2	< General Orientation.....			
10.3	< Explosive Remnants of orientation.....			
10.4	< Security Orientation.....			
10.5	< Permit to work (Mandatory for Permit Receivers in Operational Areas).....	___	___	___
10.6	< Excavation and trenching (Task specific - all involved with task)	___	___	___
10.7	< Confined Space Entry (Task specific - all involved in task).....	___	___	___
10.8	< Job Hazard Analysis (JHA) Training (Minimum Supervision Only).....	___	___	___
10.9	< Gas Detection (Task Specific –all persons required to conduct and document gas tests).....			
10.10	< Elevated work platform (Task Specific –equipment operator).....	___	___	___
10.11	< Energy Isolation (Task Specific –all involved in task).....			
10.12	< Respiratory Protection, including Self Contained Breathing Apparatus (SCBA) (Task Specific –all involved in task).....	___	___	___
10.13	< Fall Protection (Task Specific –all involved in task).....			
11	Attend a pre-mobilization kick-off meeting involving UNDP personnel, contractor, UNDP's Engineer. The pre-mobilisation kick-off will, at a minimum, review and discuss the following:			
11.1	< The HS&E execution plan.....			
11.2	< Permits, standards, procedures, practices, rules etc. ....			
11.3	< Regulatory requirements such as applicable commitments or permits .....	___	___	___
11.4	< All underground locates.....	___	___	___
11.5	< HS&E meeting schedule establishment.....			
11.6	< Reporting requirements.....	___	___	___
11.7	< Emergency response reporting and plans.....	___	___	___
11.8	< Awareness of other work scopes.....	___	___	___



Nr	Item	Yes	No	N/A
11.9	< Pre-Task Assignment (toolbox, Talk Risk Identification Card (TRIC) etc.).....	_____	_____	_____
11.10	< Site vehicle requirements.....	_____	_____	_____
11.11	< Personal protective equipment.....	_____	_____	_____
11.12	< Orientations/ Site Access.....	_____	_____	_____
11.13	< Communication strategies / On-site contacts.....	_____	_____	_____
11.14	< Water crossing management plan / Archaeological Site locations.....	_____	_____	_____
12	Establishment of Lagging and Leading indicators			
12.1	< Recordable incidents (Fatality, Lost time, medical injury and major spills).....			
12.2	< First Aid, Near Miss, minor spills.....	_____	_____	_____
12.3	< Non Compliance to Regulatory requirements such as applicable commitments or permits.....	_____	_____	_____
12.4	< Inspections conducted.....			
12.5	< Management HS&E tours.....	_____	_____	_____
12.6	< Pre-job (toolbox talks) conducted.....	_____	_____	_____
13	Life Saving Rules			
13.1	< List Provided by the Engineer.....	_____	_____	_____
13.2	< Leadership understand.....	_____	_____	_____

As a minimum, the contractor prior to work beginning at Site will confirm the following items:

**Contractor Designate**

_____	_____	_____	_____
Name	Designation	Signature	Date

**UNDP Designate**

_____	_____	_____	_____
Name	Designation	Signature	Date

END OF SECTION



### 3.8 SECTION 01 PART 9 - Instructions for Preparation of Operation and Maintenance Manuals

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## **Instructions for Operation and Maintenance (O&M) Manuals**

### **1. GENERAL PROVISIONS**

The following guidelines shall be followed in preparation of Operation and Maintenance Manuals:

#### **1.1. General**

O&M manuals are to provide concise descriptions, technical details, operating and maintenance instructions and schedules, commissioning records, log books, catalogues, principles of operation, method of operation and other information that will enable the on-going operation and maintenance of the fabric, material, services, plant and equipment and works.

Comprehensive descriptions are to be accompanied by appropriate diagrams and other necessary illustrations so as to facilitate knowledge and understanding about the operation of the plant and equipment. Examples include hydraulic flow diagrams, electric single line /wiring diagrams, electronic circuit plans and mechanical air flow diagrams etc.

#### **1.2. Quality**

Ensure the content of the documents is provided by personnel with skill and experience in the operation and maintenance of the installation and that the content is clear, succinct, accurate and relevant, the terminology is appropriate and the grammar is correct.

#### **1.3. Delivery**

Operation and maintenance manuals shall be supplied as a quality publication and shall be A4 sized hard vinyl/pvc cover, 4D ring vinyl covered binder with lettering in "Times Roman" as per the below sample layout.

#### **1.4. Format**

In each manual, provide the specified number of manuals, as-built drawings and test results in hard copy as specified in the table over the page.

Provide the entire set of the as- built drawings, all manuals and all test results in electronic format on CD or DVD as follows:

- Drawings in AutoCAD DWG Version 2007 format, files as per the drawing specifications outlined in the technical specifications
- Operating and Maintenance manuals, equipment ratings and documentation in MS Word for Windows 2003 format and / or Adobe Acrobat Version 2007 format.
- Manufacturer's literature is to presented in Adobe Acrobat Version 2007 format.

#### **1.5. Dividers**

A durable divider is to be provided for each separate section, with a typed description of the system and major equipment components on the tab.

## 1.6. Text

Manufacturers' printed data, including associated diagrams, or typed text, in clear, concise English.

## 1.7. Pagination

Loose-leaf A4 pages consecutively numbered Page # of # of Number of Pages (i.e. 3/17).

## 1.8. Drawings

Drawings are to be folded to A4 size in the binders with reinforced punched binder tabs so that they can be unfolded without detaching from the rings.

## 1.9. Timeline for Delivery and Approvals of Manual

Manuals shall be delivered to the Project Manager within the timelines mentioned below:

#	Activity	Description / Timeline
1	<b>Draft Manuals</b>	Submit draft manuals, including maintenance records, <b>twelve (12) weeks before</b> the date for practical completion of works. Include provisional as-built drawings and preliminary performance data. Format: As for the final manuals, with temporary insertions for items that cannot be finalised until the installation is commissioned and tested. <ul style="list-style-type: none"><li>Two (2) copies of draft manuals to be submitted.</li></ul>
2	<b>Revised Draft Manuals</b>	Submit revised draft manuals <b>two (2) weeks before</b> commissioning of the installation. <ul style="list-style-type: none"><li>Two (2) copies of revised draft manuals to be submitted.</li></ul>
3	<b>Final Drafts</b>	On completion of commissioning, submit the Final Drafts for review no later than <b>two (2) weeks before</b> the date for Substantial Completion. If available, include certificates from authorities and warranties. Two (2) copies of final draft manuals to be submitted.
4	<b>Final Copies</b>	Submit <b>five (5) sets</b> of final volumes within <b>two weeks after</b> Substantial Completion. Incorporate comments from the review and from training of the end user's staff, and include any additional relevant material.
5	<b>Revisions</b>	Submit five (5) sets of loose-leaf amendments for insertion in the manuals <b>two weeks (2) before</b> the date for Final Completion, incorporating changes and comments during the Defect and Liability Period.
6	<b>Preliminary Manuals</b>	For equipment put into service during construction and operated by the end user, submit manuals within <b>two (2) weeks before</b> Partial Substantial Completion.

## 2. CONTENT OF O&M MANUAL

The following minimum information to be provided for the Works / Plant / Equipment:

### 2.1. Section 1: Project Details



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### 2.1.1. Soft Copies

- Provide soft copies of all information provided in the O&M Manuals in the formats mentioned above.

### 2.1.2. Description of the Complete Installation / Works

- A general description of the installation / works as required for providing a general understanding of the equipment and its operation.

### 2.1.3. Contract Information

- Provide full details on the Contract Name, Contract Number, Names, addresses, telephone and facsimile numbers, email, website of the principal consultant, sub consultants, contractor, subcontractors and responsible parties.

## 2.2. **Section 2: Asset Register**

- A complete list of all equipment used in the installation, as per the attached Appendices, reflecting quantity, replacement costs per unit, including demolition, access cost, disposal cost of each item, etc.
- The asset hierarchy is to be as per the outline under item 3 below.

## 2.3. **Section 3: Specific System Description**

- Technical description of each system of the installation, written to ensure that it can be clearly understood by persons not familiar with the installation.

## 2.4. **Section 4: Performance Data**

- Technical description of the mode of operation of each system provided. This section to provide functionality details.
- Design / expected performance data including flags / alarms indicative of abnormal operation that should be considered for necessary action during plant operation shall be provided.

## 2.5. **Section 5: Manufactures Equipment Brochures and Technical Data Sheets**

- Manufacturers' technical literature assembled specifically for the project and excluding irrelevant matter.
- Each product data sheet marked to clearly identify the specific products and components used in the installation and the data applicable. Additional instructions and illustrations as required to identify any changes to the manufacturer's data or to illustrate the function of each component in the installation.
- Manufacturer's type / routine / factory test reports.

## 2.6. **Section 6: Installation and Dismantling Instructions**

- Instructions for the proper installation and dismantling of the equipment



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## 2.7. Section 7: Operating Instructions

- Manufacturers' technical literature as appropriate. For other than common accessories, where no manufacturer literature is available, a precise and concise description of the operation procedure in plain English.
- Safe starting, running, operating and shutting-down procedures for the equipment installed including a logical step-by step sequence of instructions for each procedure.
- Control sequences and flow diagrams for the systems installed.
- A legend for colour-coded services.
- A legend of the symbols used on the drawings, unless included on the drawings.
- Schedules of the parameter settings of each protective device, including fixed and adjustable circuit breakers, protective relays, adjustable photoelectric switches, pressure switches, and any other control and monitoring device, as established during commissioning and maintenance.

## 2.8. Section 8: Maintenance Instructions

- Emergency procedures and procedures for fault-finding / trouble shooting.
- Manufacturers' technical literature as appropriate.
- Detailed recommendations for the frequency of performance of routine maintenance tasks.
- List of procedures and tasks associated with preventive (routine) maintenance.
- Procedures for safe trouble shooting, disassembly, repair and reassembly, cleaning, alignment inspection and adjustment, including a logical step-by-step sequence of instructions for each procedure.
- For additional requirements and sample layout of schedules refer Appendix 8

## 2.9. Section 9: Maintenance Schedules

- A schedule of the frequency of the required or recommended maintenance, testing or inspection for each type of equipment, other than those classified as Essential Safety Provision. This schedule is to include weekly, monthly attendance times.
- A separate schedule for each type of equipment, other than Essential Safety Provision.
- For additional requirements and sample layout of schedules refer Appendix 8

## 2.10. Section 10: Essential Safety Procedures

The following schedules are to be provided:

- 2.10.1. A schedule of the frequency of the required or recommended maintenance, testing or inspection for each type of equipment classified as Essential Safety Procedures
- 2.10.2. A separate schedule for each type of Essential Safety Procedures for equipment including:
  - The type of equipment
  - The location of the equipment, including building number and/or name, level number and/or name, room number and/or name and any other information required for prompt and definitive identification
  - The type of inspection and maintenance required
  - Space is to be left in order to enable the recording of results of each inspection, with sufficient spare space for not less than two years



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- Space is to be left for comments on each inspection
- Space for the recording of the date and time of each inspection, the name, title, address and signature of the person performing each inspection.

2.10.3. For additional requirements and sample layout of schedules refer Appendix 7

### **2.11. Section 11: Tools and Testing Equipment**

This section relates to any special, non-generic tools and instruments that are not commercially available for the operation, maintenance and dismantling or assembly of the plant and equipment provided. Provide list of recommended tools and testing equipment required (refer Appendix 9)

### **2.12. Section 12: Recommended Spares and Consumables**

The following schedules are to be provided:

- Schedule of spares (including bearings) with an expected operating life less than 40,000 hours, including item label manufacturer name, address and telephone number, catalogue number, name and address of the local distributor, and the expected replacement frequency. (refer Appendix 10)
- Schedule of consumable items (oil, grease, belts, bearings) to be used during servicing (refer Appendix 10)
- List of spare parts and consumables provided under this contract (refer Appendix 11)
- Spares and Consumables Provided – Signed Certificates

### **2.13. Section 13: Drawings**

- One copy of each as-built drawing, including shop drawings, full size.
- Drawings shall be arranged in sequence according to Asset Groups as per item 3 below
- On small projects, the services may be combined however, the drawings of each discipline shall be kept in separate folders.

### **2.14. Section 14: Certificates, Guarantees and Warranties**

- Copies of Manufacturers' Warranties.
- Certificates of Substantial Completion
- Transfer of Title of Equipment (Spare parts and consumables)
- Certificates of Final Completion
- Certificates from Authorities.
- If installation is not by the manufacturer, and product warranty is conditional on the manufacturer's approval of the installer, submit the manufacturer's approval of the installing firm.

### **2.15. Section 15: Commissioning Data**

- Records of commissioning test results.
- Records of commissioning data.

### **2.16. Section 16: Pest Control**

- Provide details of all provisions for permanent pest control and details of any regular inspections and maintenance required
- For additional requirements and sample layout of schedules refer Appendix 5



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## 2.17. Section 17: Training Information

Training manuals shall include the following minimum information for each asset group or piece of equipment provided:

### 2.17.1. Future Training by End User

The following minimum information to be provided for any recommended future training/ re-training to be arranged by the End User:

- Specific nature of training required for each asset group or piece of equipment.
- Category of staffs to be trained and the minimum number of persons to be trained in each category.
- Recommended time to be spent in training
- Full details as where training can to be conducted.
- The number of training sessions required

### 2.17.2. Training Conducted by Contractor / Supplier

The following minimum information shall be provided for training provided by the contractor / supplier::

- Details of Training Programme and type of training provided
- Trainers name and contact details
- Company / Organization name and contact details
- Dates and period of training
- Place and venue of training
- Full names, surname, category, position, etc of persons trained
- Provide copies of certificates issued to persons trained
- Training Literature
- Provide copies of training materials related to operation and maintenance of the assets.



### 3. ASSET GROUPS

Asset groups include the following however, not limited to:

#	Item / Description	Manual Cover Colour
1.	Roofing	Light Grey
2.	Concrete and Reinforcement	
3.	Walls	
4.	Floors	
5.	Ceilings	
6.	Windows	
7.	Doors and Hatches	
8.	Glazing	
9.	Joinery	
10.	Metal Fixtures (balustrades, handrails, fencing, ladders, etc.	
11.	Waterproofing	
12.	Thermal Insulation	
13.	Finishes	
14.	Signage	
15.	Roads and Paving	Dark Grey
16.	Landscaping	Light Green
17.	Irrigation	
18.	Furniture	Pink
19.	IT Equipment	Silver
20.	Audio Visual	
21.	Water	Dark Green
22.	Electrical	Orange
23.	Data and Communication Systems	Silver
24.	Electronic Security and Access Control Systems	Brown
25.	Fire Systems	Red
26.	Air Handling Systems	Dark Blue
27.	Heating	Yellow
28.	Vertical Transport (Lifts, Escalators, etc)	Black
29.	Mechanical Services (Plant and Equipment)	Black
30.	Other Equipment (Medical Equipment i.e.X-Ray; MRI Scanner, etc.)	White

Note:

- Asset Groups such as architectural elements (1 - 14 above) may be provided in a single “Architectural Manual” (refer Appendix 1, for detailed info required) rather than a separate series of folders.



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- 
- Similarly, elements such as 16 - 17 may be grouped into a Site Manual.
  - Plant such as diesel generator installation may be grouped into a single “Diesel Generator Manual” rather than a separate series of folders.
  - Equipment such as medical equipment may be grouped into a single “Medical Equipment Manual” rather than a separate series of folders.



## Appendix 1

### Example of Detail Requirements

Item / Description	
<b>1. Water:</b>	
1.1. Domestic Water Supply:	
1.1.1. Distribution Cabinets	
1.1.2. Isolating Valves	
1.1.3. Shut off Valves.	
1.1.4. Piping	
1.1.5. Pipe Fittings	
1.2. Sanitary Drainage:	
1.2.1. Piping	
1.2.2. Fittings and Accessories	
1.2.3. Floor Cleanouts, Floor Drains, etc.	
1.3. Storm Drainage:	
1.3.1. Piping	
1.3.2. Fittings and Accessories	
1.3.3. Rain Water Roof Drainage	
1.3.4. Supports, Hangers, etc	
1.4. Bathroom Sanitary Fixtures and Fittings:	
1.4.1. Fixtures	
1.4.2. Fittings	
1.4.3. Taps	
1.4.4. Mixers	
1.4.5. Traps	
1.4.6. Toilets	
1.4.7. Water Heaters	
1.4.8. Shower Nozzles	
1.4.9. Hose spray,	
<b>2. Ventilating and Air Conditioning:</b>	
2.1. Chillers, Package Units, or Split Units and Accessories	
2.2. Air Handling Units and Accessories,	
2.3. Grilles, Diffusers, Registers, Dampers, and Filters.	
2.4. Ductwork, Supporting System, Flexible Connection, Fittings Insulation Material, etc.	
2.5. Cladding to insulation	
2.6. Thermostats	
2.7. Fans	
2.8. Identification Labels, Plates, Charts, Color Coding, etc.	
<b>3. Heating:</b>	
3.1. Chimney/Stack Cleaning Information	
3.2. Boiler/Furnace Cleaning and maintenance schedule	
3.3. Boiler/furnace shutoffs	
3.4. Under floor heating or radiators	
3.5. Collectors and manifolds	
3.6. Thermo pipe	
3.7. Thermostats	



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3.8. Identification labels, plates, charts, color coding and the like.

*Note:*

*The abovementioned index is indicative contractor / consultant to ensure that all relevant equipment / materials are listed and information is provided*





## Appendix 2

### Internal and External Painting Schedule

Location:

Building Name:

Floor No.:

Room No.:

Element	Manufacturer	Product Type	Colour Code	Finish – Colour	Quantity Square Metre	Estimated Useful Life (under normal wear & tear conditions)	Cost per Square Metre (including of demolition and dumping costs)
1. External Free Standing Walls							
2. External walls, shade structures							
3. External walls (general)							
4. External walls (feature)							
5. Internal walls (general)							
6. Internal walls (feature)							
7. Doors (including toilet partitions)							
8. Frames and stairs, balustrades							
9. Ceilings and bulkheads							
10. Floors (if painted)							
11. Concrete sealer							
12. Line marking							
13. Clear penetrative sealer							
14. Other painted surfaces							
15.							

#### TECHNICAL SPECIFICATIONS - DETAILED REQUIREMENTS

#### SECTION 01 PART 9 - Instructions for Preparation of Operation and Maintenance Manuals



---

### Appendix 3

#### Plants Schedule

Location	Common Name	Botanical Name	Quantity	Estimated Life Span (under normal conditions)	Cost Each (including of demolition and dumping costs)
1.					
2.					
3.					
4.					
5.					
6.					
7.					



## Appendix 4

### Paving Schedule

Location	Pavers Name	Pavers Type	Colour	Finishing	Manufactures Details	Quantity	Estimated Useful Life (under normal wear & tear conditions)	Cost per Square Metre (including of demolition and dumping costs)
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								



Location	Pavers Name	Pavers Type	Colour	Finishing	Manufactures Details	Quantity	Estimated Useful Life (under normal wear & tear conditions)	Cost per Square Metre (including of demolition and dumping costs)
18.								



---

**Appendix 5**

**Pest Control Schedule**

Location	Reference Drawing	Type
1. Slab penetrations		
2. Slab / Footing Joints		
3. Building Perimeter		
4. Perimeter Wall		
5.		
6.		
7.		



---

**Appendix 6**

**Floor Covering Schedule**

<b>Building Name/No; Floor Level; Room No (s)</b>	<b>Manufacturer</b>	<b>Product Type</b>	<b>Colour - Code</b>	<b>Finish – Colour</b>	<b>Quantity Square Metre</b>	<b>Estimated Useful Life (under normal wear &amp; tear conditions)</b>	<b>Cost per Square Metre (including of demolition and dumping costs)</b>



## Appendix 7

### Essential Safety Inspection Data: Sample Inspection Schedules

*Note: Separate Sheet to be provided for each piece of equipment*

Information / Data Name	Definition of Information
Location of the Equipment.	Include building number and/or name, level number and/or name, room number and/or name and any other information required for prompt and unequivocal identification
Description of Equipment	Describe the equipment
Inspection Type	Description of tasks

Inspection Frequencies						
Item Name	Weekly	Monthly	Bi - Monthly	Quarterly	6 Monthly	Annually
Item A	X					
Item B		X				
Item C			X			
Item D				X	X	
Item E						X

*Note: Allow space to record results of each inspection, with sufficient spare space for not less than one year*

Inspection Results					
Inspectors Details	Name	Title	Date	Signature	





## Appendix 8

### Maintenance Task: Sample Maintenance Schedules

*Note: Separate Sheet to be provided for each piece of equipment*

Information / Data Name	Definition of Information
Location of the Equipment.	Include building number and/or name, level number and/or name, room number and/or name and any other information required for prompt and unequivocal identification
Description of Equipment	Describe the equipment

Maintenance Schedule												
Item Name	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Item A	B	B	B	B	B	B	B	B	B	B	B	B
Item B	C			C			C			C		
Item C	B	C	B	B	B	B	B					
Item D							A					

Maintenance Tasks						
#	Tasks	Service Type				
		A	B	C	D	E
1	All doors should open freely without the use of a key. If an automatic-unlocking device has been approved, check that the door opens freely when the device is actuated.	▲	▲			
2	All hold-open devices operate correctly.	▲	▲			
3	Treads are stable and non-slip surfaces are in good condition.	▲		▲		
4	All handrails are in good repair.	▲		▲		
5	Obstructions above the rail which would tend to break a handhold.	▲		▲		
6	Handrail is continuous between stair landings.	▲		▲		
A = Annual; B = Monthly; C = 3 Monthly; D = Bi-Monthly; E = Weekly						

*Note: Allow space to record results of each maintenance, with sufficient spare space for not less than one year*



<b>Maintenance Results</b>				
<b>Technician / Engineers Details</b>	<b>Name</b>	<b>Title</b>	<b>Date</b>	<b>Signature</b>

**Appendix 9**  
**Recommended Tools and Testing Equipment**

#	Item / Description	Model / & Catalogue No.	Recommended Supplier	QTY	Unit Price \$US
1	<i>Provide full details such as item name, model/catalogue number etc.</i>	<i>Provide Model, catalogue number, etc</i>	<i>Provide full contact details of recommended suppliers</i>		



---

**Appendix 10**  
**Recommended Spares and Consumables**

#	Item / Description	Model / & Catalogue No.	Recommended Supplier	QTY	Unit Price \$US
1	<i>Provide full details such as item name, model/catalogue number etc.</i>	<i>Provide Model, catalogue number, etc</i>	<i>Provide full contact details of recommended suppliers</i>		



---

**Appendix 11**  
**Spare Parts and Consumables Provided**

#	Item / Description	Model / & Catalogue No.	QTY
1	<i>Insert full description.</i>	<i>Provide Model, catalogue number, etc</i>	5

*Insert note stating:*

**Note: Refer attached “TRANSFER OF TITLE OF EQUIPMENT”**



---

**Appendix 12**  
**Pro-Forma Layout**



*Insert Consultants Logo*

*Insert Contractors Logo*

**ESTABLISHMENT OF A MATERNITY &  
CHILDREN'S HOSPITAL IN FALLUJAH, IRAQ.**

**Contract No. IRQ-P/AM250/09**

**Operation and Maintenance  
Manual**

**Asset Group: Mechanical Services  
Diesel Generator**

**Volume 1 of 3**  
**(Sections 1 to 6)**

**Contractor**

**Global Contracting Company Ltd**

**Date: January 2010**



Volume II

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*Note:*

*For a single small project all sections may be included into one volume however, the index shall remain the same*



Volume II

## Sections 1 to 6

### Table of Content

#	Item / Description	Page No.
<b>1</b>	<b>Section 1: Project Details</b>	
1.1	Soft Copies of O&M Manuals	
1.2	Description of Works	
1.3	Contract Information	
1.3.1	Contract Details	
1.3.2	UNDP Contact Details	
1.3.3	Consultants Contact Details	
1.3.4	Contractors Contact Details	
<b>2</b>	<b>Section 2: Asset Register</b>	
2.1	Diesel Generator Plant	
2.2	Fuel Tank	
2.3	Change Over Switch	
2.4	Cabling	
2.5	Fuel Pipes	
<b>3.</b>	<b>Section 3: Specific System Description</b>	
<b>4.</b>	<b>Section 4: Performance Data</b>	
<b>5.</b>	<b>Section 5: Manufactures Equipment Brochures and Technical Data Sheets</b>	
<b>6</b>	<b>Section 6: Installation and Dismantling Instructions</b>	



---

## **1 Section 1: Project Details**

### **1.1 Soft Copies of Operation Manuals**

*Insert soft copies (electronic format) of this manual*

*CD/DVD shall be clearly marked showing Volume No's included*

*CD/DVD shall be housed in pre-fabricated pockets which form part this manual,*

*Flash disks / memory sticks will not be accepted*

### **1.2 Description of Works**

*Provide a general description of the installation / works as required for providing a general understanding of the works, its equipment and operation.*

### **1.3 Contract Information**

#### **1.3.1 Contract Details**

*Contract No. IRQ-P/AM250/09- Establishment of a Maternity and Children's Hospital in Fallujah, Iraq*

#### **1.3.2 UNDP Contact Details**

##### **Main Office Address**

*Majid El-Edwan Street, # 16, Shmessani,  
P. O. Box 941024, Amman 11194-Jordan.  
Tel.: +9626-5608330. Fax. +9626-5608331*

##### **Project Manager**

*Mr. Jan Roodt  
Email: [jan.j.roodt@undp.org](mailto:jan.j.roodt@undp.org)  
Tel: +962 799 111 322*



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**Procurement Unit**

*Mr. Falah Ali Sultan*

*Email: [falah.sultan@undp.org](mailto:falah.sultan@undp.org)*

*Tel: +962 799 111 046*

**1.3.3 Consultants Contact Details**

*Provide relevant info as above*

**1.3.4 Contractor Contact Details**

*Provide relevant info as above*

---

## **2 Section 2: Asset Register**

### **2.1 *Diesel Generator***

- Quantity: 1
- Size: 750kVA
- Purchase Price: \$US 45 000.00
- Estimated Life / Useful Life: 20 years
- Handover Date: 1 January 2010
- Location Installed: *Energy Room*
- Make: *Cummins*
- Model No.: *DET400/E 170385100*
- Serial No.: *D20809700*
- Country of Manufacture: *United Kingdom*
- Manufacturers Contact Details

➤ International Name & Address

*Cummins Company  
Vatican St #17, London, England  
PO Box 202, London, 101, England  
Tel No.: +395 516 786 811  
Fax No.: +395 516 786 812  
Email: [cumminssales@it.com](mailto:cumminssales@it.com)  
Website: [www.cummins.uk](http://www.cummins.uk)*

➤ Local Agent Name & Address

*Provide similar info as above*

- Manufacturers Warranty Details

*Three (3) years starting 22 September 2009*



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*Note: Limited to certain items as per attached Warranty Certificate*

- Contractual Defects and Liability Period

*One (1) year starting 1 January 2010*

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### 2.2 Fuel Tanks

- Quantity: 2
- Size: 10 000 litre
- Purchase Price: \$US 2 000.00 (each)
- Estimated Life / Useful Life: 20 years
- Handover Date: 1 January 2010
- Location Installed: Energy Room
- Make: Dessert Metal Works
- Model No.: GV10
- Serial No.: GV10 123 450
- Country of Manufacture: Iraq
- Manufacturers Contact Details:
  - International Name & Address  
*Locally manufactured*
  - Local Agent Name & Address  
*Provide similar info as above*
- Manufacturers Warranty Details  
*None*
- Contractual Defects and Liability Period  
*One (1) year starting 1 January 2010*

---

### 2.3 Change Over Switch

- Quantity: *1*
- Size: *1 000Amp*
- Purchase Price: *\$US 5 000.00*
- Estimated Life / Useful Life:
- Handover Date: *1 January 2010*
- Location Installed: *Energy Room*
- Make:
- Model No.:
- Serial No.:
- Country of Manufacture: *United Kingdom*
- Manufacturers Contact Details:

➤ International Name & Address

*Cummins Company  
Vatican St #17, London, England  
PO Box 202, London, 101, England  
Tel No.: +395 516 786 811  
Fax No.: +395 516 786 812  
Email: [cumminssales@it.com](mailto:cumminssales@it.com)  
Website: [www.cummins.uk](http://www.cummins.uk)*

➤ Local Agent Name & Address

*Provide similar info as above*

- Manufacturers Warranty Details

*One (1) yeas starting 22 September 2009*



## Volume II

- 
- Contractual Defects and Liability Period

*One (1) year starting 1 January 2010*

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## 2.4 Cabling

- Estimated Life / Useful Life: *20 years*
- Handover Date: *1 January 2010*
- Location Installed: *Energy Room*
- Country of Manufacture: *Saudi Arabia*
- Manufacturers Contact Details:
  - International Name & Address  
*Provide similar info as above*
  - Local Agent Name & Address  
*Provide similar info as above*
- Manufacturers Warranty Details  
*None*
- Contractual Defects and Liability Period  
*One (1) year starting 1 January 2010*

- Details:

#	Description	Size	Qty	Total Price
1	Single (1) Core Copper Cable PVC SWA PVC	240mm <sup>2</sup>	150m	\$US 1 200.00
2	Single (1) Core Copper Cable PVC SWA PVC	120mm <sup>2</sup>	50m	\$US 600.00
3	Three (1) Core Copper Cable PVC SWA PVC	10mm <sup>2</sup>	30m	\$US 200.00
4	Two (2) Core Copper Cable PVC SWA PVC	4mm <sup>2</sup>	15m	\$US 100.00
5	Single Core Bare Copper Conductor	70mm <sup>2</sup>	50m	\$US 500.00





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## 2.5 Copper Pipes

- Estimated Life / Useful Life: *20 years*
- Handover Date: *1 January 2010*
- Location Installed: *Energy Room*
- Country of Manufacture: *Italy*
- Manufacturers Contact Details:
  - International Name & Address  
*Provide similar info as above*
  - Local Agent Name & Address  
*Provide similar info as above*
- Manufacturers Warranty Details  
*None*
- Contractual Defects and Liability Period  
*One (1) year starting 1 January 2010*

- Details:

#	Description	Size	Qty	Total Price
1	Copper Piping	6mm dia.	50m	\$US 600.00
2				
3				



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**3. Section 3: Specific System Description**

*3.1 Standby diesel generators for provision of electricity to the hospital*

**4. Section 4: Performance Data**

*4.1 Included under Section 5*

---

**5. Section 5: Manufactures Equipment Brochures and Technical Data Sheets**

**5.1. Diesel Generator**

*Insert Manufactures Equipment Brochures and Technical Data Sheets*

**5.2. Fuel Tanks**

*Insert Manufactures Equipment Brochures and Technical Data Sheets, inclusive of miscellaneous item such as gauges, pipes, level indicators, etc., and number accordingly*

**5.3. Change Over Switch**

*Insert Manufactures Equipment Brochures and Technical Data Sheets*

**5.4. Cabling**

*Insert Manufactures Equipment Brochures and Technical Data Sheets inclusive of miscellaneous item such as cable glands, cable lugs, cable joints, etc., and number accordingly*

**5.5. Copper Pipes**

*Insert Manufactures Equipment Brochures and Technical Data Sheets inclusive of miscellaneous item such as pipe fittings, etc., and number accordingly*

**6. Section 6: Installation and Dismantling Instructions**

*6.1 Included under Sections 5 and 7*



*Insert Consultants Logo*

*Insert Contractors Logo*

## **ESTABLISHMENT OF A MATERNITY & CHILDREN'S HOSPITAL IN FALLUJAH, IRAQ.**

**Contract No. IRQ-P/AM250/09**

# **Operation and Maintenance Manual**

## **Asset Group: Mechanical Services - Diesel Generator**

**Volume 2 of 3**

**(Sections 7 to 12)**

**Contractor**

**Global Contracting Company Ltd**

**Date: January 2010**



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10	Section 10: Essential Safety Procedures	
11	Section 11: Tools and Testing Equipment	
12	Section 12: Spares and Consumables	

---

**7. Section 7: Operating Instructions**

**7.1. Manufactures Operating Instructions**

*Insert manufacturers Operating Instructions*

**7.2. Supplementary Operating Instructions**

*Insert supplementary instructions not covered under the Manufactures Operating Instructions. However, if manufactures data is sufficient insert the following.*

**Refer Manufactures Operating Instructions**

**8. Section 8: Maintenance Instructions**

*Insert special instructions. However, if sufficient information is given under the Maintenance Schedules insert the following:*

**Refer Section 9, Maintenance Schedules**

**9. Section 9: Maintenance Schedules**

*Insert special instructions and Maintenance Schedules as per Appendix 8*

**10. Section 10: Essential Safety Procedures**

*Insert special instructions and Essential Safety Procedures as per Appendix 7*

**11. Section 11: Tools and Testing Equipment**

**11.1. Tools and Testing Equipment Provided**

--



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*Insert list of Tools and Testing Equipment provided under this contract as per Appendix 9*

**11.2. Recommended Tools and Testing Equipment**

*Insert list of Recommended Tools and Testing Equipment t as per Appendix 9*

**12. Spares and Consumables**

**12.1. Spares and Consumables Provided**

*Insert list of Spares and Consumables Equipment provided under this contract as per Appendix 11*

**12.2. Recommended Spares and Consumables**

*Insert list of Recommended Spares and Consumables Equipment as per Appendix 10*





*Insert Consultants Logo*

*Insert Contractors Logo*

## **ESTABLISHMENT OF A MATERNITY & CHILDREN'S HOSPITAL IN FALLUJAH, IRAQ.**

**Contract No. IRQ-P/AM250/09**

# **Operation and Maintenance Manual**

## **Asset Group: Mechanical Services - Diesel Generator Volume 3 of 3**

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16	Section 16: Pest Control	
17	Section 17: Training Information	

**13. Section 13: Drawings**

**Table of Content**

No.	Drawing Title
<b>1</b>	<b>General</b>
<i>G-001</i>	<i>Site Layout Plan</i>
<b>2</b>	<b>Architectural</b>
<i>A-001</i>	<i>Building Layout Plan</i>
<i>A-002</i>	<i>Block A: Administration, Emergency, Laboratory and X-Ray Department - Plan</i>
<b>3</b>	<b>Structural</b>
<i>S-001</i>	<i>Block A: Administration, Emergency, Laboratory and X-Ray Department - Foundation Plan</i>
<b>4</b>	<b>Mechanical</b>
<i>M-001</i>	<i>Block A: Administration, Emergency, Laboratory and X-Ray Department - Water Supply System</i>
<b>5</b>	<b>Electrical</b>
<i>E-001</i>	<i>Bulk Supply of Electricity – Layout Plan</i>
<i>E-002</i>	<i>Internal Electrical Distribution Network – High Voltage Cabling</i>
<i>E-003</i>	<i>Block A: Administration, Emergency, Laboratory and X-Ray Department - Lighting System</i>
<b>6</b>	<b>Civil</b>
<i>C-001</i>	<i>Roads and Parking – Layout Plan</i>

*Note: The above is not pertaining to the previous samples however, is rather indicating multi discipline Works*

### 13.1. General

*Insert a separator between each discipline.*

*Preferable all drawings shall be printed on A3 size*

***Note: Drawings (schematic / block diagrams) pertaining to specific plant and equipment such as Diesel Generators for which O&M Manuals are provided should be included with the O&M Manual, not under this section***

### 13.2. Architectural

*Insert a separator between each discipline.*

*Preferable all drawings shall be printed on A3 size*

***Note: Drawings (schematic / block diagrams) pertaining to specific plant and equipment such as Diesel Generators for which O&M Manuals are provided should be included with the O&M Manual, not under this section***

*Note:*

*Remaining disciplines not shown however, to follow same sequence*



Volume II

**14. Section 14: Certificates, Guarantees and Warranties**

**Table of Content**

#	Item / Description	Page No.
14.1	<b>Manufactures Guarantees and Warranties</b>	
14.1.1	Diesel Generator	
14.1.2	Change Over Switch	
14.2	<b>Certificates of Substantial Completion</b>	
14.2.1	Diesel Generator	
14.2.2	Change Over Switch	
14.3	<b>Transfer of Title of Equipment (Spare parts and consumables)</b>	
14.4	<b>Certificates of Final Completion</b>	
14.5	<b>Certificates from Authorities</b>	
14.6	<b>Manufactures Conditional Warranty</b>	



## Volume II

### 14.1. Manufactures Guarantees and Warranties

#### 14.1.1. Diesel Generator

Insert Manufactures Guarantee and Warranty

#### 14.1.2. Change Over Switch

*Insert Manufactures Guarantee and Warranty*

### 14.2. Certificates of Substantial Completion

#### 14.2.1. Diesel Generator

*Insert Certificate of Substantial Completion*

#### 14.2.2. Change Over Switch

*Insert Certificate of Substantial Completion*

### 14.3. Transfer of Title of Equipment (Spare parts and consumables)

*Insert Certificate of Transfer of Title of Equipment (Spare parts and consumables)*

### 14.4. Certificates of Final Completion

*Insert Certificate of Final Completion*

### 14.5. Certificates from Authorities



Volume II

---

*Insert Approval Letters/Certificates from Authorities*

**14.6. Manufactures Conditional Warranty**

*Insert Manufactures Conditional Warranty*





Volume II

15. **Commissioning Data**

**Table of Content**

#	Item / Description	Page No.
14.1	<b>Test Results</b>	
14.1.1	Diesel Generator	
14.1.2	Change Over Switch	
14.1.3	Fuel Tank	
14.1.4	Copper Pipes	
14.1.5	Cabling	
14.2	<b>Commissioning Data</b>	
14.2.1	Diesel Generator	
14.2.2	Change Over Switch	
14.2.3	Fuel Tank	
14.2.4	Copper Pipes	
14.2.5	Cabling	

## Volume II

### 15.1. Test Results

#### 15.1.1. Diesel Generator

*Insert Diesel Generator's Test Results*

#### 15.1.2. Change Over Switch

*Insert Change Over Switch Test Results*

#### 15.1.3. Fuel Tank

*Insert Change Fuel Tank Test Results*

#### 15.1.4. Copper Pipes

*Insert Change Copper Pipes Test Results*

#### 15.1.5. Cabling

*Insert Change Cabling Test Results*

### 15.2. Commissioning Data

#### 15.2.1. Diesel Generator

*Insert Diesel Generator's Commissioning Data*

#### 15.2.2. Change Over Switch

*Insert Change Over Switch Commissioning Data*



Volume II

---

15.2.3. Fuel Tank

*Insert Change Fuel Tank Commissioning Data*

15.2.4. Copper Pipes

*Insert Change Copper Pipes Commissioning Data*

15.2.5. Cabling

*Insert Change Cabling Commissioning Data*

**16. Pest Control**

*Insert Pest Control information as per Appendix 5*



Volume II

**17. Training Information**

**Table of Content**

#	Item / Description	Page No.
17.1	<b>Future Training by End User</b>	
17.1.1	Specific Training Required	
17.1.2	Category of Staffs	
17.1.3	Time Period for Training	
17.1.4	Recommended Place of Training	
17.1.5	Training Sessions	
17.2	<b>Training Conducted by Contractor / Supplier</b>	
17.2.1	Details of Training Programme	
17.2.2	Certificates Issued	
17.2.3	Training Literature	
17.2.4	Training Manuals	

**17.1. Future Training by End User**

*Insert information as mentioned under item 2.17.1 in the “Instructions for the Preparation of O&M Manuals”*

**17.2. Training Conducted by Contractor / Supplier**

*Insert information as mentioned under item 2.17.2 in the “Instructions for the Preparation of O&M Manuals”*



# **Invitation To Bid**

**ITB - 030/13**

**FOR**

**REHABILITATION OF AL MA'ARIFA PRIMARY SCHOOL, AL NASHWA, MAJNOON AREA OF BASRAH, IRAQ**

**Volume II of III**

**Annex 3**

**Drawings**

# Drawing Number    Drawing Title

030/13/A/01    Index

030/13/A/02    General Layout For New Classromms

030/13/A/03    General Layout For New WCs

030/13/A/04    Project Board Layout

030/13/E/01    Electrical Layout For New Classrooms

030/13/S/01    Foundation Plan For New Classrooms

030/13/S/02    Foundation Details (Sections) For New Classrooms

030/13/S/03    Slab Details For New Classrooms

030/13/S/04    Section in Continuous Beam For New Classrooms

030/13/S/05    Section in Continuous Beam For New Classrooms

3D                      3D Photos for New Classrooms & New WCs

UNITED NATIONS  
DEVELOPMENT  
PROGRAMME



PROJECT (NAME & NO.)  
**030/13 Rehabilitation of Al Ma'arifa  
Primary School, Al Nashwa at  
Majnoon Area of Basrah, Iraq**

DESIGN GROUP

Sheet no.

DRWG. TITLE

Index

DRWG. STATUS

NOT APP.

APP.+COM

APPRVD

DRWG. NO.

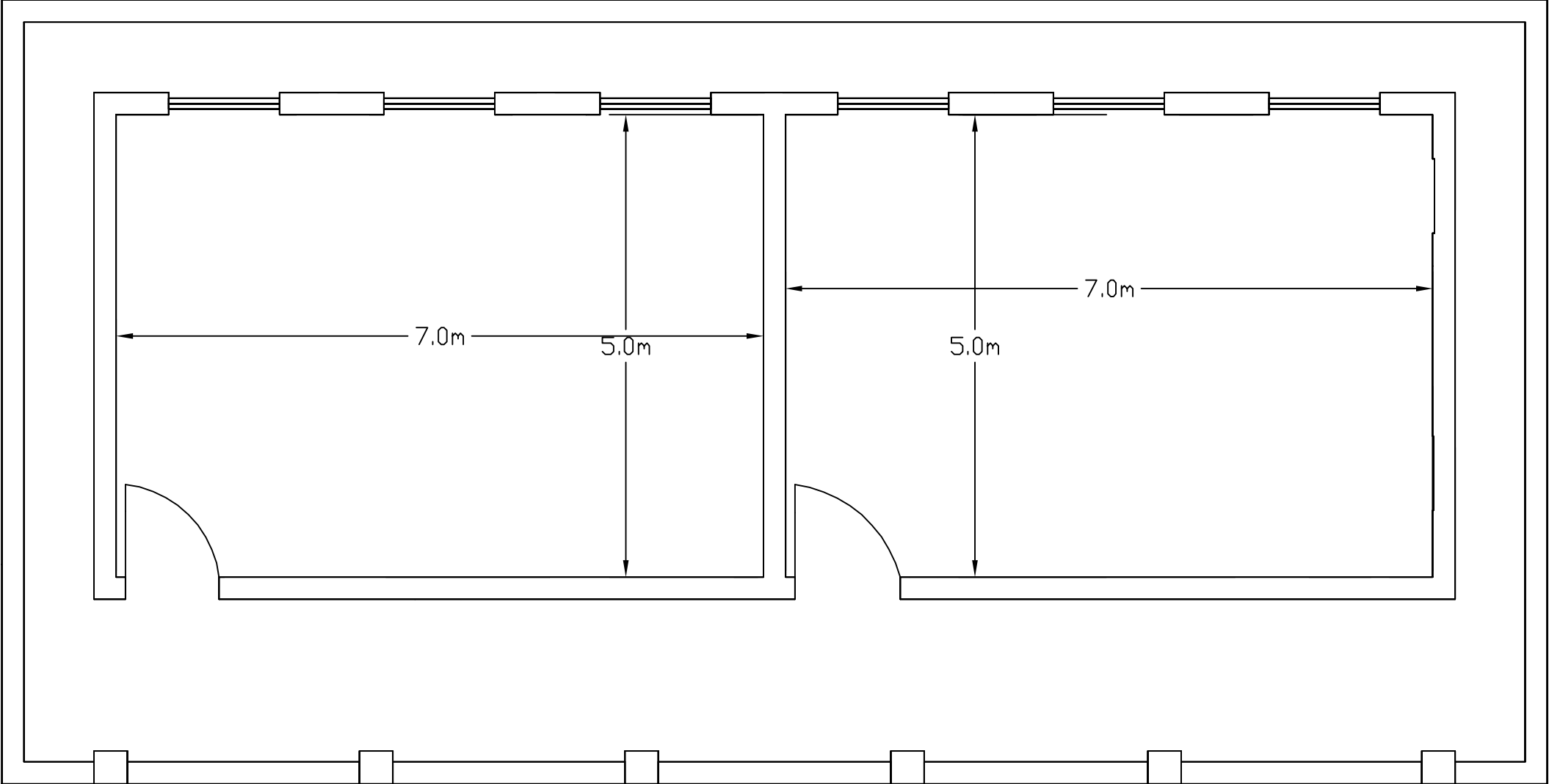
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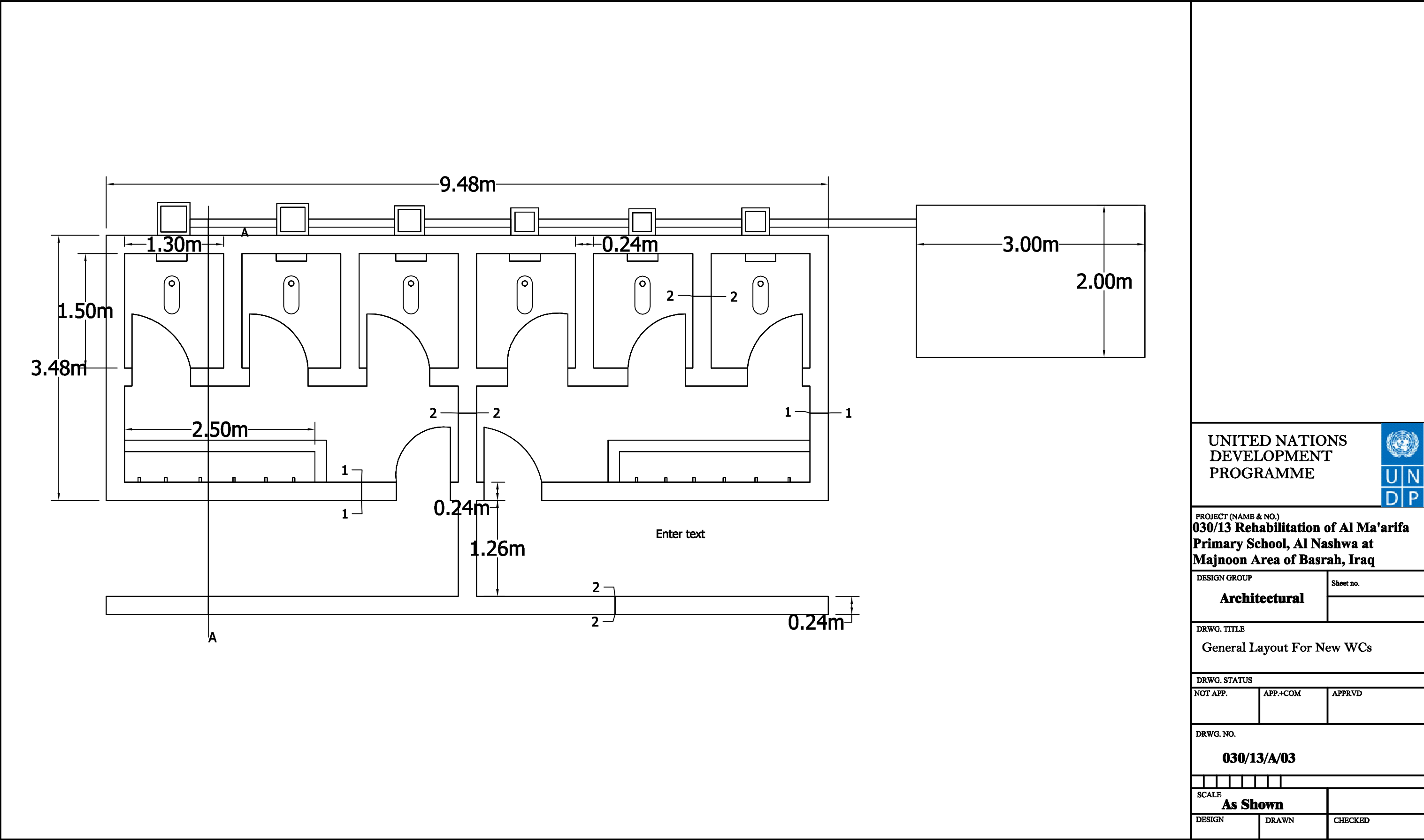
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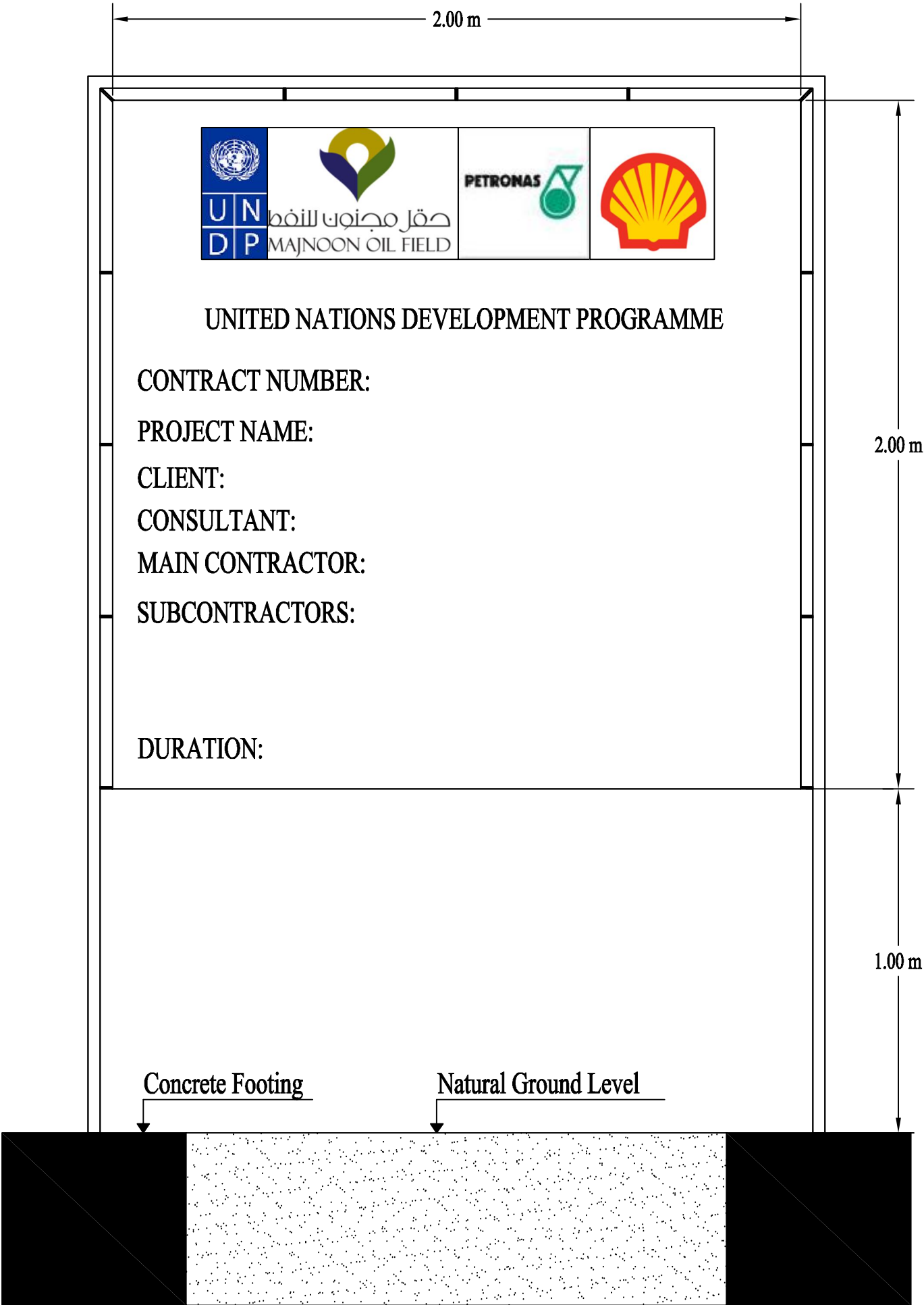
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UNITED NATIONS DEVELOPMENT PROGRAMME		
PROJECT (NAME & NO.) <b>030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b>		
DESIGN GROUP <b>Architectural</b>		Sheet no. <div></div>
DRWG. TITLE <b>General Layout For New Classrooms</b>		
DRWG. STATUS		
NOT APP.	APP.+COM	APPRVD
DRWG. NO. <b>030/13/A/02</b>		
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SCALE <b>As Shown</b>		
DESIGN	DRAWN	CHECKED







UNITED NATIONS DEVELOPMENT PROGRAMME

CONTRACT NUMBER:  
PROJECT NAME:  
CLIENT:  
CONSULTANT:  
MAIN CONTRACTOR:  
SUBCONTRACTORS:

DURATION:

UNITED NATIONS  
DEVELOPMENT PROGRAMME



PROJECT (NAME & NO.)  
**030/13 Rehabilitation of Al Ma'arifa Primary  
School, Al Nashwa at Majnoon Area of Basrah,  
Iraq**

DESIGN GROUP

Architectural

Sheet no.

DRWG. TITLE

Project Board Layout

DRWG. STATUS

NOT APP.

APP.+COM

APPRVD

DRWG. NO.

030/13/A/04

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



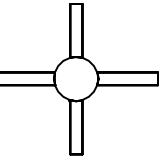

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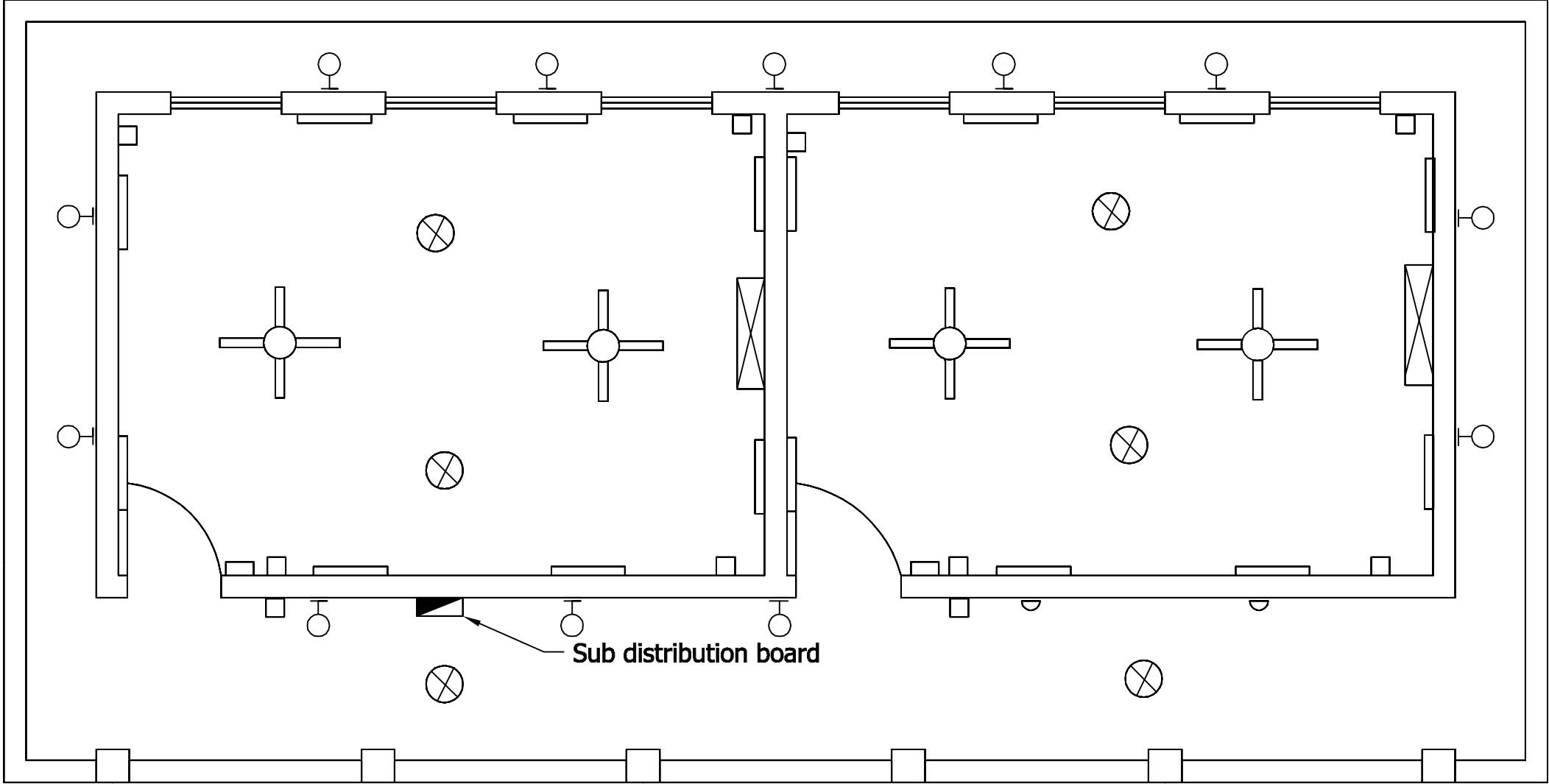
DESIGN

DRAWN

CHECKED

Legend:

-  Sub distribution board
-  Fluorescent Luminares  
tube 2x40 w
-  Wall mounted waterproof lighting
-  lamp(100W) of the economic type
-  13 Amp. switch socket.
-  ceiling fan
-  A/C 2 ton split



UNITED NATIONS  
DEVELOPMENT  
PROGRAMME



PROJECT (NAME & NO.)  
**030/13 Rehabilitation of Al Ma'arifa  
Primary School, Al Nashwa at  
Majnoon Area of Basrah, Iraq**

DESIGN GROUP

**Electrical**

Sheet no.

DRWG. TITLE

Electrical Layout For New Classrooms

DRWG. STATUS

NOT APP.

APP.+COM

APPRVD

DRWG. NO.

**030/13/E/01**

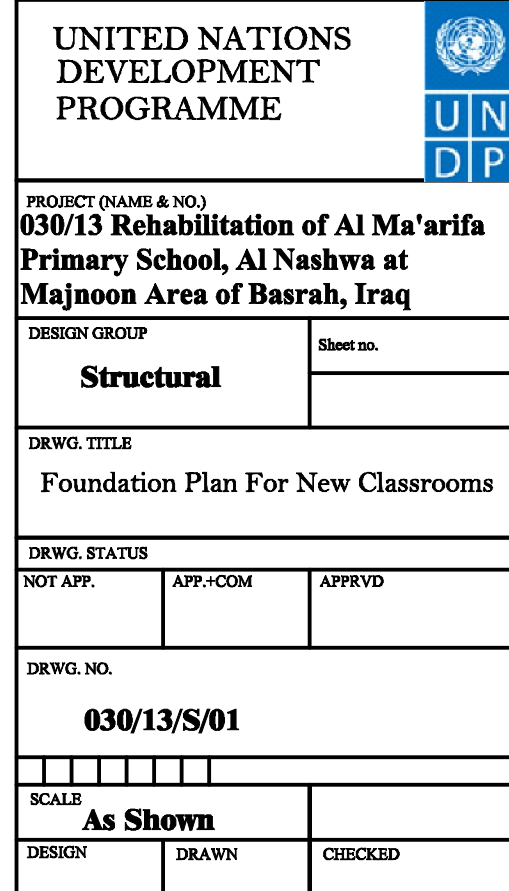
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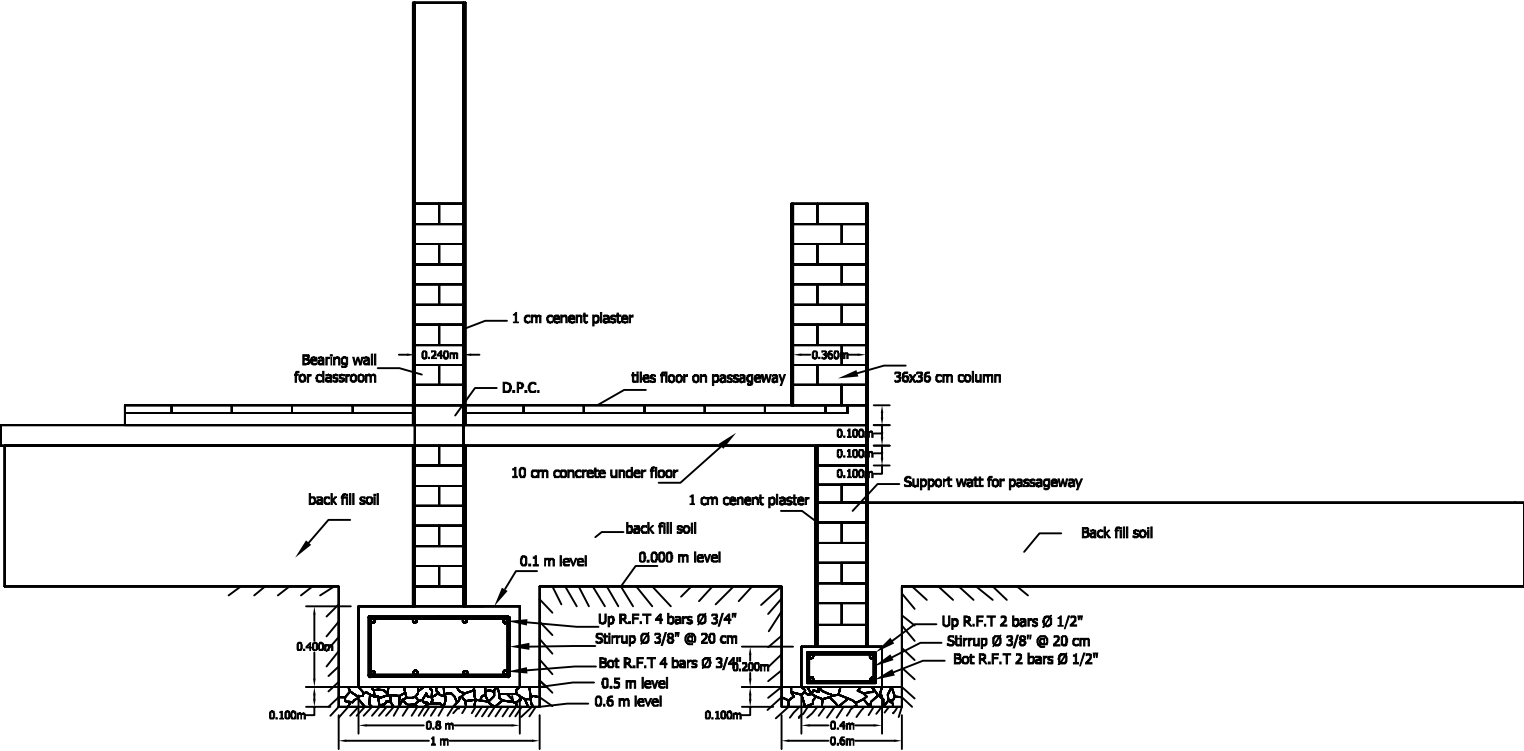
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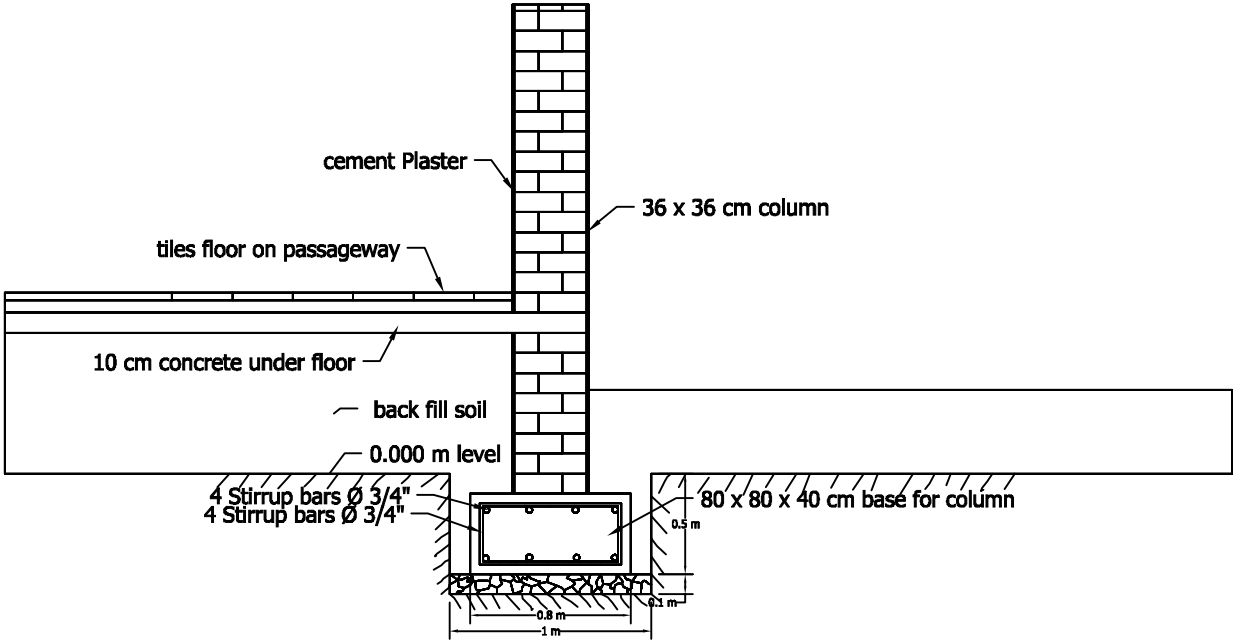
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Section 1-1



Section 2-2

UNITED NATIONS  
DEVELOPMENT  
PROGRAMME



PROJECT (NAME & NO.)  
**030/13 Rehabilitation of Al Ma'arifa  
Primary School, Al Nashwa at  
Majnoon Area of Basrah, Iraq**

DESIGN GROUP

Sheet no.

**Structural**

DRWG. TITLE

**Foundation Details (Sections) For New  
Classrooms**

DRWG. STATUS

NOT APP.

APP.+COM

APPRVD

DRWG. NO.

**030/13/S/02**

SCALE

**As Shown**

DESIGN

DRAWN

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## 030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq

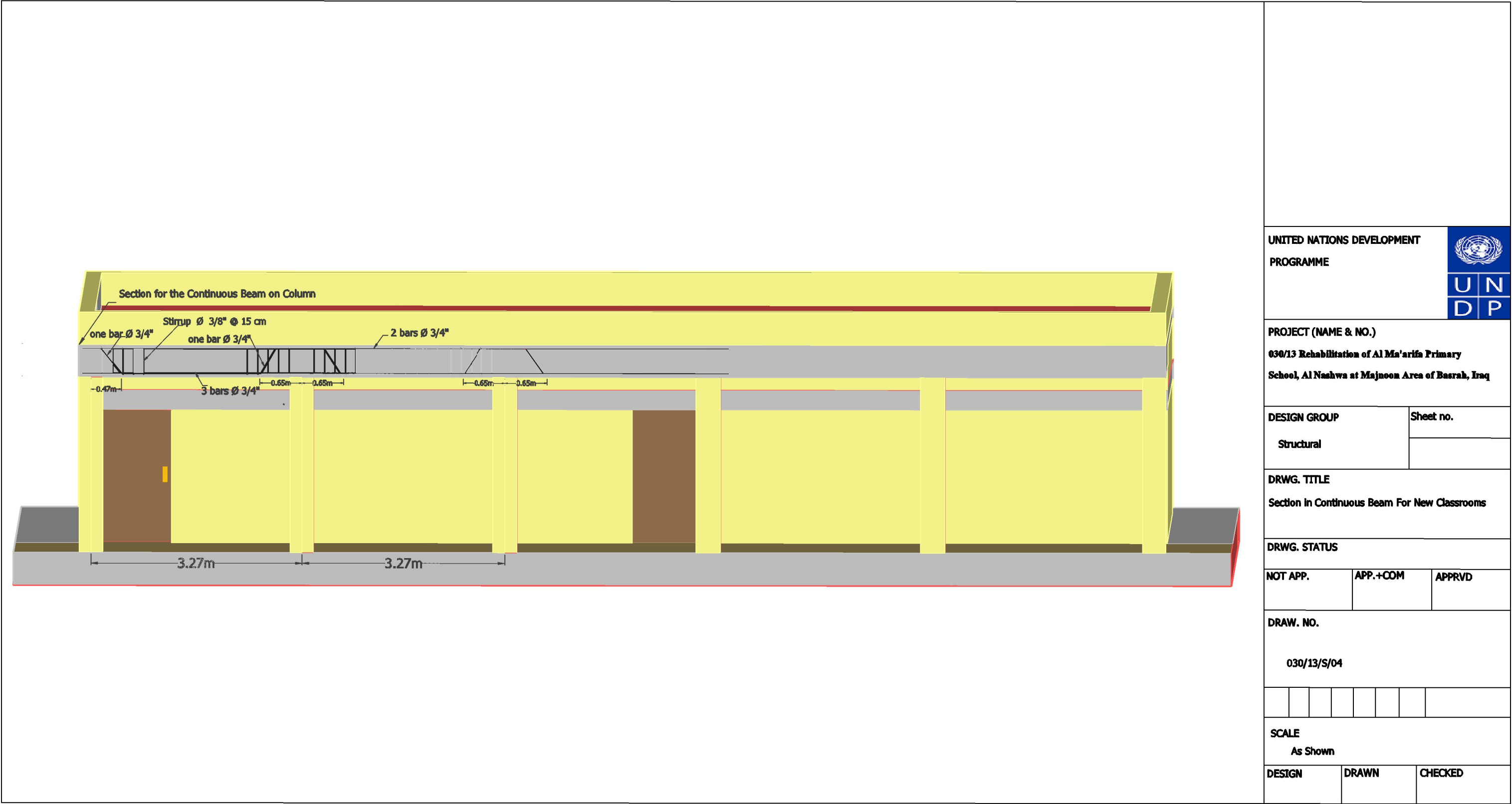
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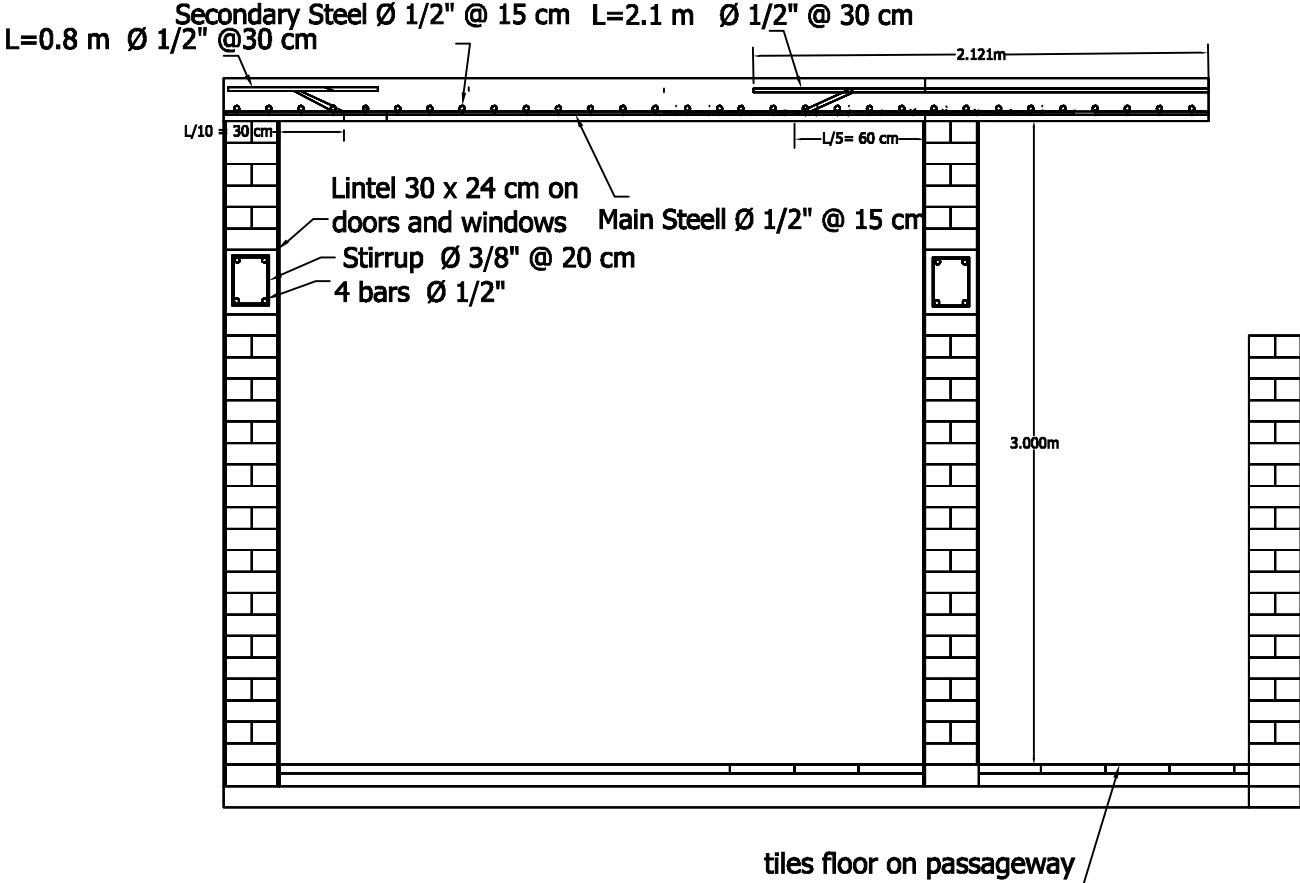
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APPRVD

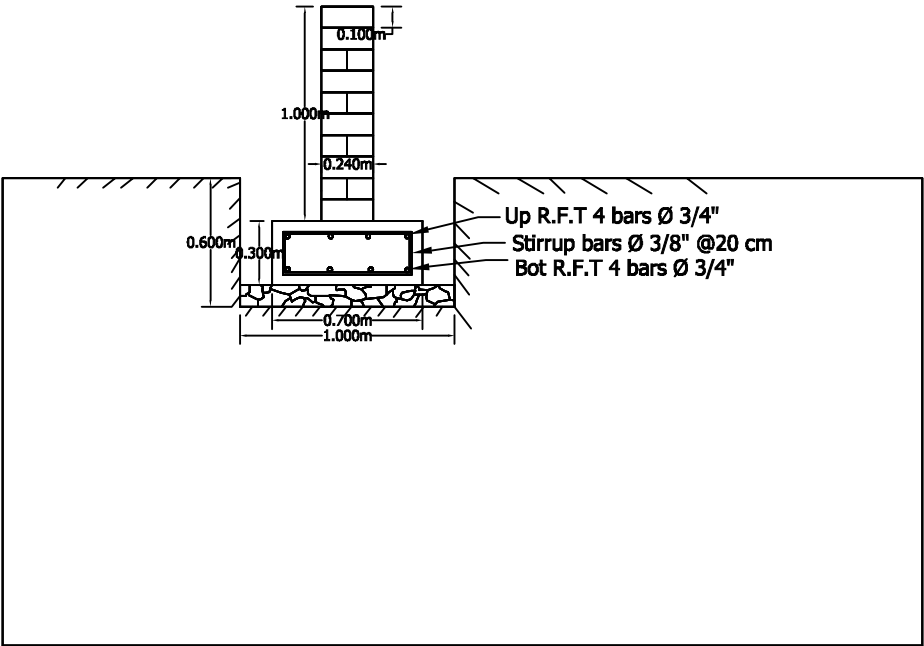
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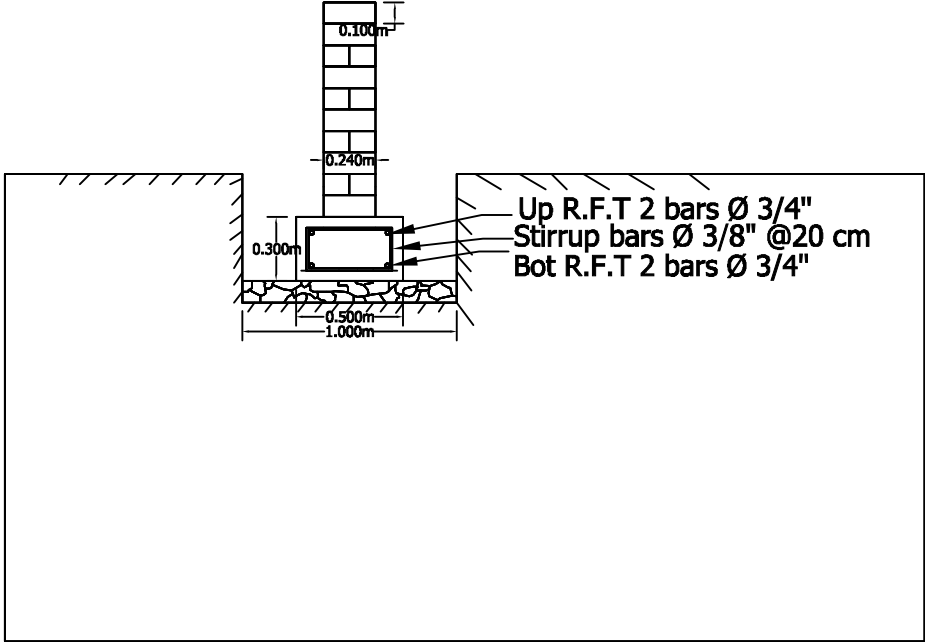






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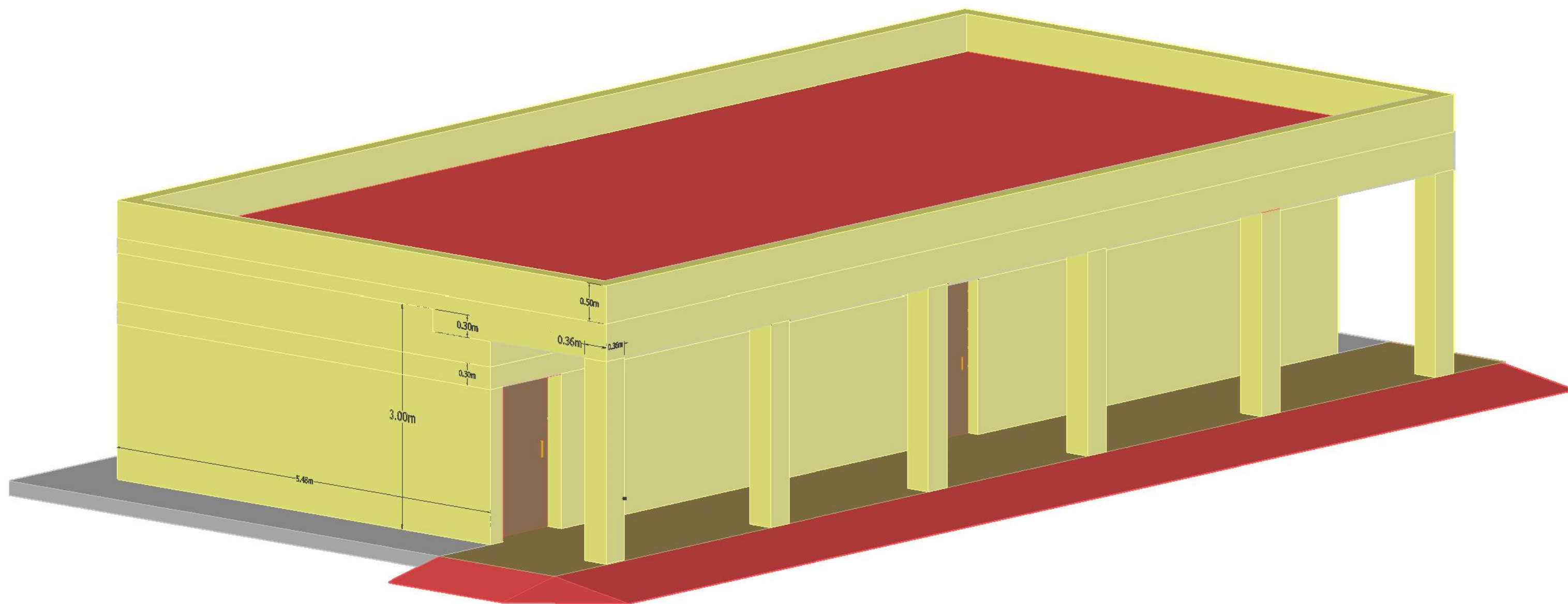


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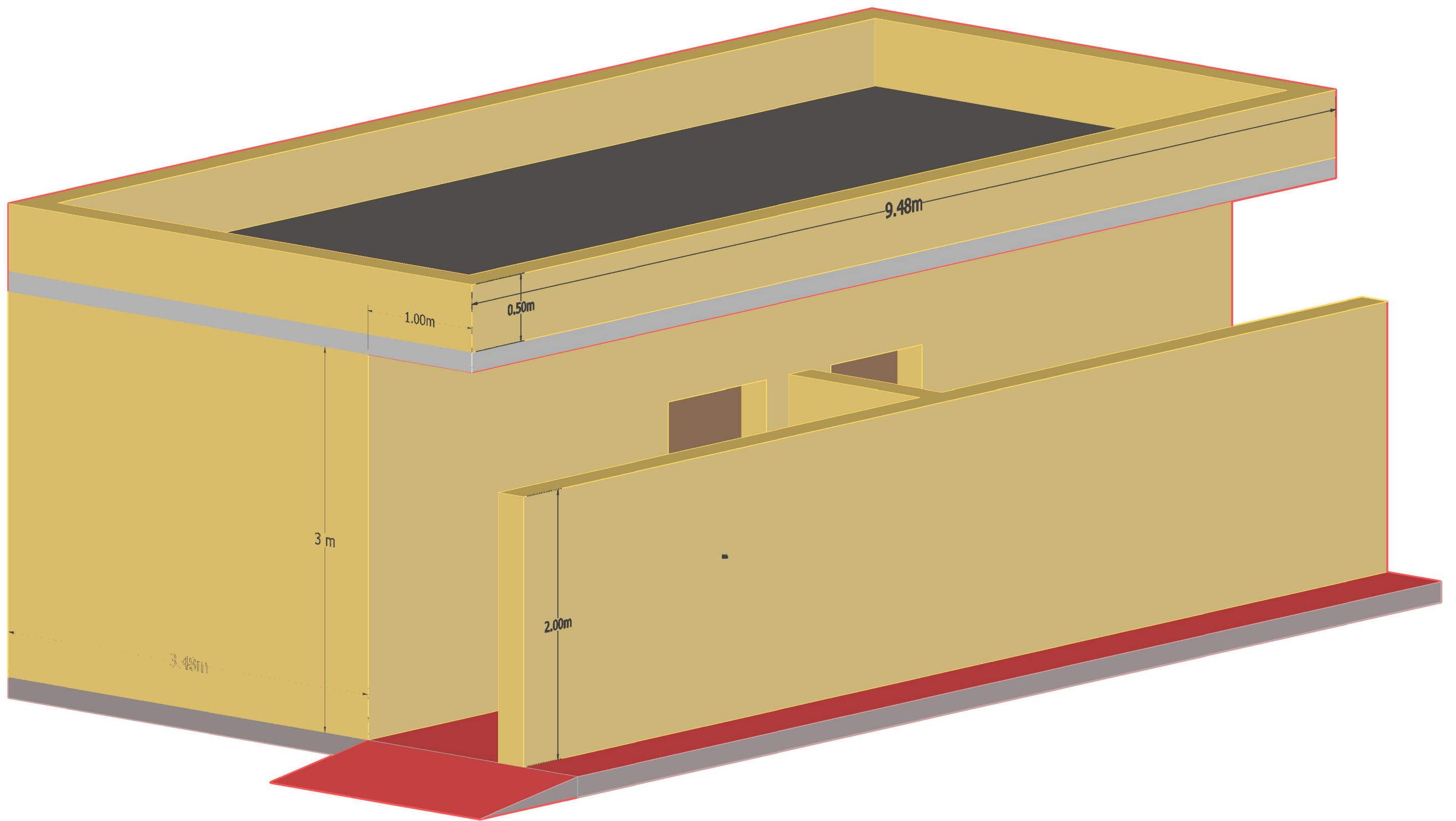


Section 1-1 For Foundation

UNITED NATIONS DEVELOPMENT PROGRAMME			 	
PROJECT (NAME & NO.) <b>030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b>				
DESIGN GROUP  <b>Structural</b>			Sheet no.	
DRWG. TITLE  <b>Structural Details For New WCs</b>				
DRWG. STATUS				
NOT APP.		APP.+COM		APPRVD
DRWG. NO.  <b>030/13/S/05</b>				
SCALE  <b>As Shown</b>				
DESIGN		DRAWN		CHECKED









Volume III

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# **Invitation To Bid**

**ITB - 030/13**

**FOR**

**REHABILITATION OF AL MA'ARIFA PRIMARY  
SCHOOL, AL NASHWA, MAJNOON AREA OF  
BASRAH, IRAQ**

**Volume III of III**

**ANNEXE 1 to 5**

**Bills of Quantities & Submission Forms  
(To be Returned as the Bidding Document)**

April 2013



## Volume III

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## Volume III

**ANNEX 1****INSTRUCTIONS TO BIDDERS**

The Annexes which follows shall be returned as "The Bid" All pages shall be duly signed in **BLUE** ink. Each page shall be stamped with the Bidders company stamp / seal.

<b>Annex 3:</b>	Bills of Quantities
<b>Annex 4.1:</b>	Schedule of Non Compliance
<b>Annex 4.2</b>	Project Activity (Work) Schedule
<b>Annex 5.1</b>	Bid Submission Form
<b>Annex 5.2</b>	Declaration of NO Conflict of Interest
<b>Annex 5.3</b>	Declaration of Litigation and Arbitration History
<b>Annex 5.4</b>	Company Profile (Inclusive of Proof of Company Registration and Financial Statements)
<b>Annex 5.5</b>	Project Specific Information

The soft copies issued under separate cover in Word and/or Excel format are issued for the purpose of facilitating bidders in preparation of the Bid however, it remains the Bidders responsibility to ensure that the wording, figures, calculations are in accordance with relevant requirements as stipulated in the relevant sections of Volume I to III.



## Volume III

**ANNEX 2****GENERAL CLARIFICATIONS - BILLS OF QUANTITIES**

1. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Volume I, Annex 1, Clause 11.
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, company overheads ....etc
3. The quantities of the items given in the Bill of Quantities (BOQ) are estimated quantities, the exact quantity of the items shall be based on the final measurement. It will be the responsibility of the contractor to verify quantities and any additional material requirements. No change in price will be considered after bidding. No compensation will be considered for reduced quantities or items deletion by UNDP.
4. The price of the items in the schedules (unless otherwise indicated) include: Supply of best quality materials, equipment, manpower, instruments, etc., and installation, purchase or hire of machines and equipment used in the execution of the work and transport materials from stored areas and whatever necessary to provide best quality workmanship required for the respective works. Designs and shop drawings shall be submitted for approval prior to commencing any Works on Site
5. The General Technical Specifications (GTS) of Iraq applies to all items unless otherwise stated.
6. No new items shall be added unless otherwise expressly allowed for in the Schedules.
7. Bidders are expected to submit realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the ITB system may cause the bidder to be disqualified.
8. UNDP has the right to increase or decrease for any item quantity or minor modifications to the structures for the same unit price in the BOQ or to omit any item / structure considered not necessary without any compensation to the contractor.
9. All items include supply, transport and manpower with all machinery requirements to carry out the work.



## Volume III

## ANNEX 3

## BILLS OF QUANTITIES

The rates shall be used for the price analyses and evaluation purposes or any other requirements, 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 ....etc

## 1. PRELIMINARY AND GENERAL

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>FIXED ITEMS</b>					
a1	Site establishment and mobilization: provision of offices, storage, temporary fencing, electricity, water, sanitation, communication systems, etc., inclusive of Health, Safety & Environmental requirements (fire extinguishers, safety equipment, personal protection, etc.)	LS	1			
a2	Provision of Insurances	LS	1			
a3	Project board indicating the basic information of the project such as the project name, contractors name, UNDP, Shell, Petronas and Majnoon Oil Field logos, duration of contract, number of days without accidents, etc.	LS	1			
a4	Project Safety and Environmental Signage Boards reflecting all safety signs, instructions, etc., inclusive of records related to days of work, number of accidents (if any), days without accidents.	LS	1			
a5	Site removal upon completion of contract	LS	1			



## Volume III

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
a6	Others (specify hereunder):					
<b>B</b>	<b>Time Related Items</b>					
b1	Provision of services for site maintenance (telecommunications, internet services, electricity, water, sanitation, waste, site security, Health, Safety & Environmental requirements, cleaning, etc.), during construction	Month	3			
b2	Maintain insurances during construction	Month	3			
b3	Maintenance of construction plant and equipment during construction	Month	3			
b4	Head office overheads	Month	3			
b5	HS&E induction for all contractor personnel including contractor owner/director	Day	1			

## Volume III



#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
b6	Company/UNDP provided HS&E training for contractor supervisor/HSE officer	Day	6			
b7	Others (specify hereunder):					
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						





## 2. CIVIL WORKS

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>Structural Works</b>					
a1	Supply and excavation to receive foundation bases not exceeding (60 cm) and width not less than (100 cm) including all requirements to complete the work	m <sup>3</sup>	72			
a2	Supply and hard core compacted layer for foundations	m <sup>2</sup>	121			
a3	Supply and back fill foundation and to (D.P.C) level by layers of sub-base (20 cm) with compaction and spray by water	m <sup>3</sup>	160			
a4	Supply and cast reinforced concrete (1:2:4) by using Sulphate Resistant Cement (SRC) for footings (40) cm thick and (80 cm) width including wooden form and reinforcement	m <sup>3</sup>	24			
a5	Supply and cast reinforced concrete (1:2:4) for new WC by using Sulphate Resistant Cement (SRC) for footings (30) cm thick and 70 cm) width including wooden form and reinforcement	m <sup>3</sup>	10			
a6	Supply and build under (D.P.C) with bricks and cement mortar (1:3) by using sulphate resistance cement	m <sup>3</sup>	41			
a7	Supply and cast by sulphate resistance concrete (1:2:4) for (D.P.C), 10 cm thickness and (24 cm) width with adding sika	M.L.	152			
a8	Supply and Plaster the masonry build under (D.P.C) by cement mortar (1:3) by using sulphate resistance cement including work cutting by flunkout and paint with hot tar (20 - 30 ) both side	m <sup>2</sup>	304			
a9	Supply and cast reinforced concrete (1:2:4) for roof, beams and lintels of doors and windows and including works of wooden form and reinforcement	m <sup>3</sup>	34			
<b>B</b>	<b>Walls</b>					



## Volume III

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
b1	Supply and build with bricks external, internal walls, and parapet (50cm) height with cement mortar (1:3)	m <sup>3</sup>	76			
b2	Supply and plaster interior walls and ceiling of classes with cement mortar 1:3 and whitewash	m <sup>2</sup>	260			
b3	Supply and plaster and render exterior wall faces with cement mortar (1:3) and white cement	m <sup>2</sup>	390			
b4	Supply and plaster interior walls and ceiling for new WC with cement mortar 1:3	m <sup>2</sup>	210			
b5	Supply and skirting of mosaic tiles 10 cm height using cement mortar 1:1	M.L.	65			
b6	Supply and paint the interior walls and ceiling of classes by three layers with the suitable type of emulsion plastic paint	m <sup>2</sup>	260			
b7	Supply materials for drawing education on the walls and floors of concrete with work to be agreed upon with the school administration and using good epoxy paint	m <sup>2</sup>	250			
b8	Supply and paint the internal walls classes and ceiling of old and new WC by three layers from oil paint, good quality and with ( 1.5 m ) from floor level	m <sup>2</sup>	114			
b9	Supply and pave ceramic tiles for toilet walls	m <sup>2</sup>	180			
<b>C</b>	<b>Floors</b>					
c1	Supply and cast ordinary concrete (1:2:4) using sulphate resistance cement, (10 Cm) thick for the floors of classes, paths and walkway including compaction works, hard-core and expansion joints	m <sup>2</sup>	230			
c2	Supply and pave mosaic tiles (30 cm x 30 cm) with cement mortar 1:3 and polish them with mechanical machine	m <sup>2</sup>	130			



#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
c3	Supply and pave ceramic tiles for toilet floors with cement mortar using sulphate resistance cement	m <sup>2</sup>	30			
<b>D</b>	<b>Doors and Windows</b>					
d1	Provide and install steel door two face with frame, size ( 150 * 250 )Cm. painting with three layers from antirust and oil paint with suitable lock	No.	2			
d2	Supply and install steel window size (150cm x 120 cm). The frame and leaf make of heavy custom section (1.5) inch (cretal section) including , anti-mosquito mesh, steel grills protection, glass (4mm), handles and painting with three layers from antirust and oil paint	No.	6			
d3	Provide and install steel door two face with frame, size ( 80 * 200 )Cm. painting with three layers from antirust and oil paint with suitable lock	No.	6			
d4	Provide and install steel door two face with frame, size ( 100 * 220 )Cm. painting with three layers from antirust and oil paint with suitable lock	No.	2			
d5	Supply and install steel window size (70cm x 50 cm). The frame and leaf make of heavy custom section (1.5) inch (cretal section) including, anti-mosquito mesh, steel grills protection, glass (4mm) and handles. Painting with three layers from antirust and oil paint	No.	6			
<b>E</b>	<b>External Yards</b>					
e1	All compaction work and refilling up with sub-base layers of (15)cm depth and a compaction ratio not less than (98 %)	m <sup>3</sup>	500			
e2	Supply and cast lean concrete for square using Sulphate resisting cement (fair face ) with compressive strength not less than (25) N/mm2 at age 28 days, 150mm thick	m <sup>2</sup>	1,200			
<b>F</b>	<b>Others</b>					



## Volume III

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
f1	Supply and pave the roof with concrete tile(8x8x4)cm, (Baghdad casting), spread two layers of bitumen 20-30 under a layer of fine soil , and fill the joints with good quality of mastic using pressing tool	m <sup>2</sup>	163			
f2	Supply, connect and fix rain water pipe (PVC ) 10 cm diameter	ML.	18			
f3	Supply and install steel ladder, paint with three layers from oil paint	ML.	4			
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						



### 3. ELECTRICAL WORKS

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>Distribution Boards</b>					
a1	Supplying, fixing, installing, connecting Sub-distribution board (to be installed at the external wall of the new classrooms) with the following components: Main Switch: MCCB circuit breaker 63 Amp three phase - (1) Single pole MCCB 10 Amp - (10) Single pole MCCB 32 Amp - (2)	No.	1			
a2	Remove existing main distribution, Supply, install and test New Main Distribution Board in the Administration room (replacing of the old board) with the following components Main Switch: MCCB circuit breaker 250 Amp three phase - (1) Single pole MCCB 10 Amp - (10) Single pole MCCB 6 Amp - (6) Single pole MCCB 32 Amp - (6) Single pole MCCB 63 Amp - (2)	No.	1			
<b>B</b>	<b>Electrical Fixtures</b>					
b1	Fluorescent: Supply and install directly onto ceiling 2x40W industrial type similar or equal to Philips TMS028 2 TL-D inclusive of PVC tubing and appropriate wiring	No.	26			
b2	Supply and install surface mounted 13amp single phase switched outlet socket similar or equal to ABB type complete with wiring	No.	10			



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#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
b3	Fluorescent: Supply and install out door directly onto wall 2x40W industrial type similar or equal to Philips TCW060 2 TL-D inclusive of PVC tubing and appropriate wiring	No.	24			
b4	Fluorescent: Supply and install in toilets directly onto ceiling 2x40W industrial type similar or equal to Philips TCW060 2 TL-D inclusive of PVC tubing and appropriate wiring	No.	6			
<b>C</b>	<b>Electrical Cables</b>					
c1	Supply, install (inclusive of excavations, fixing onto walls, pole, etc.) and test power cable PVC Armoured Cable 4C, 35 mm <sup>2</sup> and connect the main distribution board and the utility(pole), the work include connection from both side, fixing the cable and remove the existing old overhead line/cable	ML	100			
c2	Supply, install (inclusive of excavations, fixing onto walls, pole, etc.) and test power cable PVC Armoured Cable 4C, 6mm <sup>2</sup> for connect at the main distribution board to the sub distribution, the work include connection from both side, fixing the cable, etc.	metres	50			
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						



#### 4. MECHANICAL WORKS

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>Reverse Osmosis Unit</b>					
a1	Supply and installation of a water purification Reverse Osmosis unit (RO) similar or equivalent to R.O. 100 Lph Germany (60 liter / hr) with cooling device type Hsawi (4 taps) with (2) plastic tank size (1 cubic meter) with a chair iron each tank up at least (2 meters) with the processing and erected a shed (2x3) meters high at least (3) meters and under good specifications with all required materials and wages	LS	1			
<b>B</b>	<b>Mechanical Fixtures</b>					
b1	Supply and install Eastern-closet with gully trap, supplied with elevated flush tank connected with rubber hose to water supply	No.	6			
b2	Supply materials and construct new septic tank measure (2x3xdepth 2.5) meters and (6 ) manholes (50x50 ) cm with its covers using Sulphate resisting cement according to the specifications provided that at least thickness of the ceiling (20) cm and using UPVC pipes 10" diameter	LS	1			
b3	Provide and install plastic water tank 1 cubic meter capacity with all accessories be need, and extra water pipe	No.	2			
b4	Supply and install eluate toilet , connected to water supply, including cost of materials and work	No.	6			
b5	Supply and install chrome handle (0.75) m for disabled use in WC with all requirements including cost of materials and work	No.	4			
b6	Provide and install chrome tap with all necessary connection, with all requirements including cost of materials and work	No.	10			



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#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
b7	Supplying, fixing, installing, connecting and testing of ceiling fan with regulator. With all electrical connection	No.	4			
b8	Provide, test and install A/C 2 ton split and all electricity connection	No.	2			
b9	Provide and install an electrical pump 3/4 in dia., the price includes steel box with all necessary water supply and electrical connection	No.	1			
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						



**5. REHABILITATION OF EXISTING ABLUATION FACILITIES**

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>Civil Works</b>					
a1	Supply and Paint the ceiling by three layers from oil paint	m <sup>2</sup>	50			
a2	Remove and recast damage floor by concrete (1:2:4) with (10 cm) thickness using sulphate resistance cement. Supply and pave ceramic tiles floor with cement mortar	m <sup>2</sup>	44			
a3	Remove old plaster/old ceramic from baths and pave them with wall ceramic tiles	m <sup>2</sup>	200			
a4	Repair steel door/wooden with painting three layers from antirust and oil paint with suitable lock and all accessories will be need	No.	8			
a5	Repair steel window, provide and install window glass, anti-mosquito mesh and painting with three layers from antirust and oil paint	No.	10			
a6	Repair roof of sanitary group	m <sup>2</sup>	44			
a7	Remove old paint and render the exterior face of group bath with white cement	m <sup>2</sup>	110			
<b>B</b>	<b>Mechanical Works</b>					
b1	Remove, provide, connect and fix Eastern toilet with flashing and all necessary accessories will be need	No.	6			
b2	Provide, connect and fix basin with mixer and all necessary accessories will be need	No.	2			



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#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
b3	Provide and install tap with all necessary connection	No.	10			
b4	Provide and install plastic water tank 1 cubic meter capacity with all accessories be need, and extra water pipe	No.	2			
b5	Provide and install an electricity pump 3/4 in dia., the price includes steel box with all necessary water supply and electricity connection	No.	1			
b6	Test, maintenance and clean all manholes and septic tank	LS	1			
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						



## Volume III

**6. PROVISIONAL ITEMS**

Although indefinite at this point of time, such support services may include services such as placing advertisements, printing services, renting site equipment, technical team resources support and so forth. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes

***Note: Below amounts shall only be expended and claimed upon written approval by UNDP***

#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>A</b>	<b>Man Power (Site Staff)</b>					
a1	Senior Specialist Engineer: Minimum of 20 years experience years pertinent to specific area of expertise	Day	1		<b>0.00</b>	
a2	Specialist Engineer: Minimum of 10 years experience pertinent to specific area of expertise	Day	1		<b>0.00</b>	
a3	Junior Engineer: Minimum of 3 years experience pertinent to specific area of expertise	Day	1		<b>0.00</b>	
a4	Senior Artisan/Craftsman: Minimum of 20 years experience years pertinent to specific area of expertise	Day	5		<b>0.00</b>	
a5	Artisan/Craftsman: Minimum of 10 years experience years pertinent to specific area of expertise	Day	5		<b>0.00</b>	
a6	Junior Artisan/Craftsman:: Minimum of 3 years experience pertinent to specific area of expertise	Day	5		<b>0.00</b>	
a7	Semi Skilled Laborer	Day	5		<b>0.00</b>	
a8	Laborer	Day	10		<b>0.00</b>	



#	Task / Activity	Unit	(A) Qty.	(B) Labour Rate US\$	(C) Material Rate US\$	(A*B)+(A*C) Total US\$
<b>B</b>	<b>Plant and Equipment</b>					
b1	Provision of medium plant and/or equipment inclusive of fuel/electricity (i.e. 5 Ton truck with 5 Ton crane)	Day	1	0.00		
b2	Provision of small plant and/or equipment inclusive of fuel/electricity (i.e. hand compactor)	Day	5	0.00		
<b>C</b>	<b>Management Fee</b>					
c1	Provisional Amount: <i>Only to be claimed only upon UNDP's written approval</i>	Sum	1	0.00	5 000.00	<b>5 000.00</b>
c2	Management fee required by the contractor for provision of additional materials, equipment or services by others specialist companies <i>(Insert percentage (%) fee required under the material column and calculate using the Provisional Amount c1 as base)</i>	%	%	0%	%	
<b>Total Price USD (Carried forward to Summary of Prices) ➔</b>						



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**7. Summary of Prices**

The prices shall be fixed and firm for the duration of the contract and be inclusive of all facilities, office running cost, communication, transportation ....etc. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

*Totals brought forward from “Breakdown of Prices”*

#	Item / Description	Total (US)
7.1	PRELIMINARY AND GENERAL	
7.2	CIVIL WORKS	
7.3	ELECTRICAL WORKS	
7.4	MECHANICAL WORKS	
7.5	REHABILITATION OF EXISTING ABLUTION FACILITY	
7.6	PROVISIONAL ITEMS	
<b>7.5</b>	<b>GRAND TOTAL OF PRICES (Carried forward to Bid Submission Form) →</b>	



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## 8. Terms of Payment

UNDP shall effect payments after acceptance and upon achievement of the corresponding milestones and in the following manner and amounts:

#	Item / Description / Milestone	Payment Portion
<b>8.1</b>	<b>REHABILITATION &amp; CONSTRUCTION WORK</b>	
8.1.1	Work in Progress	90%
8.1.2	Upon Certificate of Substantial Completion	5%
8.1.3	Upon Certificate of Final Completion (Completion of Defects Liability Period)	5%
<b>8.2</b>	<b>PROVISIONAL ITEMS</b>	
8.2.1	Work in Progress	90%
8.2.2	Upon Certificate of Substantial Completion	5%
8.2.3	Upon Certificate of Final Completion (Completion of Defects Liability Period)	5%
<b>8.3</b>	<b>TRAVEL AND ACCOMODATION OUTSIDE IRAQ</b>	
8.3.1	Monthly Payment <i>Any requirements for travel and accommodation outside Iraq shall be approved by UNDP and shall be reimbursed at standard UNDP rates.</i>	100%



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**Annex 4**

**SCHEDULES AND INFORMATION TO BE SUBMITTED**

The following schedules are compulsory and shall be submitted as in a separate envelope and shall form part of "The Quotation". **Failure will lead to disqualify the Bid.**

**9. Schedule of Non-Compliance**

In this schedule the Bidder shall provide a list of deviations to this specification. Each deviation shall be referred to the relevant specification clause.

Clause No.	Non Compliance

Signatory of Authorized Person to Sign Bidding Document			
Name (Please Print)	Designation	Signature	Date



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**10. Project Activity (Work) Schedule**

Bidders shall submit with “The Bid” the anticipated Programme for the Works reflecting all activities of the project. **Failure will lead to disqualify the Bid**

#	Activity / Description	Duration (Days)	Duration in Weeks from Contract Award												
			1	2	3	4	5	6	7	8	9	10	11	12	13
1.															
2.															
3.															
4.															
5.															
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9.															
10.															
11.															
12.															
13.															
14.															





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#	Activity / Description	Duration (Days)	Duration in Weeks from Contract Award												
			1	2	3	4	5	6	7	8	9	10	11	12	13
15.															
16.															
17.															
18.															
19.															
20.															
21.															
22.															
23.															

Signatory of Authorized Person to Sign Bidding Document			
Name (Please Print)	Designation	Signature	Date



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Annex 5

SAMPLE FORMS

11. Bid Submission Form

<p style="text-align: center;"><b><u>BID SUBMISSION FORM</u></b> <b><u>(TO BE PRINTED OUT ON COMPANY LETTER HEAD)</u></b></p> <p>To: <b>The Chief, Procurement, UNDP, Iraq</b></p> <p><b><u>Attention: Hugo Barillas</u></b></p> <p><b>ITB - 030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b></p> <p>Dear Sir / Madam, Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the <b>Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq</b> in conformity with the said bidding documents for the sum of:</p> <p><b>\$US</b> .....[total bid amount in figures] [total bid amount in words]</p> <p>as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.</p> <p>We undertake, if our Bid is accepted, to execute in accordance with the delivery schedule specified in the Schedule of Requirements.</p> <p>We hereby declare that:</p> <p>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.</p> <p>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.</p> <p>We agree to abide by this Bid for a period of <b>[number]</b> days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.</p> <p>We understand that you are not bound to accept any Bid you may receive.</p> <p>Dated this . . . .day of . . . .[year].</p> <p>..... Signature [in the capacity of]</p> <p>Duly authorized to sign the Bid for and on behalf of ..... [Attach Power of Attorney]</p> <p style="text-align: center;">STAMP OF THE COMPANY</p>
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**12. Declaration of NO Conflict of Interest**

*To be provided with the offer and to be signed by the Principal of a Firm*

TO BE PRINTED OUT ON COMPANY LETTER HEAD

*Location:*

*Date:.....*

**To: The Chief, Procurement, UNDP, Iraq**

Dear Sirs:

**Subject: ITB - 030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq**

**Declaration for NO Conflict of Interest**

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP Iraq to the Proponents in the normal course of inviting the Invitation to Bid (ITB) where the confidential information would be relevant to the Services required or the ITB evaluation process.

**Name:**

**Signature:**

**Position:**

**Date:**

Company  
Stamp

### 13. Declaration of Litigation and Arbitration History

*To be provided with the offer and to be signed by the Principal of a Firm*

**TO BE PRINTED OUT ON COMPANY LETTER HEAD**

Location:

Date:.....

**To: The Chief, Procurement, UNDP, Iraq**

Dear Sirs:

**Subject: ITB - 030/13 Rehabilitation of Al Ma'arifa Primary School, Al Nashwa at Majnoon Area of Basrah, Iraq**

**Declaration of Litigation and Arbitration History**

I/We hereby certify that *[insert name of company (ies)]* have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.

Name:

Signature:

Position:

Date:

Company  
Stamp

**Note: If above is incorrect please provide full details of Litigation or Arbitration**

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### 14. Company Profile

*The submission must follow the structure below.*

#### **Roles**

Provide a brief outline (one paragraph) indicating the roles of the participating company.

For Joint Venture submissions, explicitly list the participating companies and outline specific areas of responsibility (including administrative, financial and the specific Specialties) for each company.

#### **Organizational Structure**

Describe a typical organizational structure (two pages maximum) for a typical project including:

- Organizational Structure Chart.
- Description of the work to be performed by the prime company and sub companies.
- Reporting relationships and interfaces with UNDP Iraq and its Counterparts to co-ordinate delivery of the project.

#### **Background Experience**

Provide assignment-relevant specific international, regional, local experience of the company or its staffs in similar assignments during the past five years (minimum 5 up to maximum of 10) completed in the DACON Format (refer 5.5 below)

#### **Financial Status**

Provide financial statements for the past 3 years including company's annual turnover.

#### **Additional Information**

- Provide proof of registration of the Company in home country. ***Failure will result in the offer be rejected.***



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**15. Project Specific Information**

*The information related to specific information to projects undertaken by the company / JV shall be submitted in the following format:*

<b>Project Name:</b>		<b>Country:</b>
<b>Location Within Country:</b>		<b>Key Staff Provided By Firm:</b>
<b>Client Name:</b>		<b>No. of Staff:</b>
<b>Client Address:</b>		<b>No. Of Staff-Months:</b>
<b>Start Date (m-y):</b>	<b>End Date (m-y):</b>	<b>Value of Project (in Current US\$):</b>
<b>Name of Supervisory / Project Manager:</b>		<b>Contact Details of Supervisory / Project Manager:</b>
<b>Name of Senior Staff (project director/coordinator, team leader) Involved in Functions Performed:</b>		
<b>Narrative Description Of Project</b> <u>(Not more than 150 words):</u>		

## 16. Pro Forma Performance Bank Security<sup>1</sup>

Note: *[Not Applicable to this Contract]*

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

To: 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 here to enter text.](#) dated [Click here to enter a date.](#) , to execute Services ..... (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 and full completion of services by the Contractor.

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

Date .....

Name of Bank .....

Address .....

<sup>1</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 Proposer's Bank will issue shall use the contents of this template