



ITB-2011-037 - Addendum No. 03

Annex II - Special Conditions of Contract (II) – Revised version

Annex II

**Ministry of Foreign Affairs -electrical, mechanical & electromechanical works
Special conditions of contract (revised version)**

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1. Scope of Work in Brief:

Finishing works and the Supply and installation of all Electrical, Mechanical and Electromechanical Works for a 10-floor office building of 10,515.75 m2 area for the Ministry of Foreign Affairs in Ramallah City .All works should be carried out as per line, level, location, and as indicated in the drawings , and as per relevant Standard & Specifications.

2. Site Visit & Self Acquaintance:

Bidders are advised to visit the site and acquaint with the site situation before quoting their rates.

3. Work Site:

Contractor is bound to keep absolute harmony and maintain peaceful co-ordination with the different Contractors and workers on site in an aim to achieve un-interrupted work pace. In case of any dispute amongst any two parties or more on site, the same shall be settled appropriately and amicably without hampering the work progress. In case of further disagreement, the decision of UNDP shall be binding upon all parties in feud.

4. Scope of Supply:

4.1 All materials and equipment required for the execution of the Works shall be procured and supplied by the Contractor.

4.2 The bidder shall fill here under the names of materials/equipment suppliers and manufacturers, country of origin as well as the model number, and shall enclose with his submitted tender for construction complete original catalogues for all listed materials and equipment including compliance sheets, all signed and sealed by the manufacturers.

The contractor shall propose the materials and equipment from the specified list of "Approved Manufacturers", any deviations from the said list shall be clearly noted.

BOQ Item	Material or Equipment	Name of Supplier/ Manufacturer Country of Origin	Model No./ Year
1.10	Lighting Fixtures		
1.1-1.3	Main & sub distribution boards		
1.29	Lightning Protection System		
1.13	Uninterruptible Power Supply (UPS) System		
1.20	Public Address System		
1.21-1.23	Sound System		
1.15	Fire detection and alarm system		
1.14	SMATV system		
1.30	Stand by diesel generator		



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BOQ Item	Material or Equipment	Name of Supplier/ Manufacturer Country of Origin	Model No./ Year
1.16	Access control system		
1.19	IP monitoring security system		
1.24	Digital Infra-red Language Distribution System		
1.25	Digital Discussion System		
2.01 – 2.05	Sanitary Fixtures		
2.41	Domestic Water Pumps		
2.20 – 2.21	Water Softener and Water Filter		
2.41	Hot/Chilled Water Pumps		
2.42	Boilers		
2.43	Main Fuel Tank and Fuel Pumps		
2.33	Fans and Extractors		
2.34, 2.35, 2.37, 2.39, 2.44	Air Conditioning Equipment (All A/C Units)		
2.41	Fire Fighting Pump set included valves, headers, control system		
2.24, 2.25, 2.31	Fire Fighting Main Alarm Valve and Zone Alarm Valves and FM 200		

5. Utilities for Construction Purposes & Contractor's Office Facilities:

5.1 Supply of water, electricity, diesel fuel, communications means, etc, throughout the construction period, all for the use of construction, testing, and commissioning of the Works, shall be the sole responsibility of the Contractor and at his own expense, including all the arrangements for further distribution of the same.

5.2 The connection fees for all such utilities, including the meters, shall be borne also by the Contractor.

5.3 The Contractor shall provide and maintain on the site sheds, offices, rest accommodations, sanitary blocks, and any other temporary works of any kind needed for the well being of the Contractor's and his sub-contractors' staff and workers.



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6. Time Schedule:

A "Time Schedule" for the completion of the Works, in the form of Microsoft Project software, shall be submitted within two weeks from the date of signing the Agreement. The said schedule is for the completion of the entire scope of work. However, the Contractor should coordinate his time schedule with all other schedules running on site to ensure coherence in progress of all inter-related work activities on site. The schedule, once ratified, should be strictly adhered to. The period of completion defined in the schedule should include the time required for mobilization as well as testing, rectifications if any, retesting, and completion in all respect to the satisfaction of the Engineer-in-Charge.

7. General Conditions of Contract:

UNDP General Conditions of Contract shall be applicable for all the works and is part of the tender documents. Thus, the bidders are bound to acquaint themselves with the same. In case there exists any contradiction between the General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and Bill of Quantities, then the following shall prevail in order of precedence.

- i) Contract Agreement
- ii) Particular Conditions.
- iii) General Conditions
- iv) The Specifications
- v) The drawings
- vi) Contractor's tender including priced bills of quantities
- vii) Addendums

8. Quality Assurance - Materials and Workmanship:

8.1 The Contractor shall carry out and complete the Works in every respect according to the Contract and shall ensure that the Works conform strictly to the Drawings, the Specifications, and the instructions of the Engineer-in-Charge.

8.2 The Engineer-in-Charge may issue, from time to time, additional drawings and detailed instructions/directions in writing to the Contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8.3 For quality assurance purposes covering all the Electrical, Mechanical and Electromechanical Works, the norms/guidelines set by the contract documents and the manufacturing companies of the incorporated materials and equipment, herein and elsewhere, will form an integral set-up for that sake.

8.4 The Contractor shall be responsible for the correct and complete execution of the Works in a workman like manner with materials as per Specifications, all of which shall be subject to the approval of UNDP.

8.5 All works under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge, or by his authorized representative(s), or any other official of higher rank and the Contractor shall allow for the same.



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8.6 All materials and equipment to be supplied by the Contractor shall be in conformity with the Specifications/Schedule of Work, all as per his contractual obligations, and the Contractor shall furnish proof to the satisfaction of the Engineer-in-Charge, if so required by him, that the materials and equipment do so comply.

8.7 Immediately after the award of the works, the Contractor shall draw up a "Submittal and Delivery Schedule" setting reasonable dates for providing samples, forms of "Request for Approval", ordering dates, shipping dates, and on-site consignments receiving dates, all as required or necessary and as per the Specifications, for the study and approval of the Engineer-in-Charge, who shall promptly ratify, if found acceptable, so that there will be no delays in the work progress.

8.8 On receipt of any sample as per schedule, the Engineer-in-Charge shall arrange to examine/test the sample with reasonable promptness to ensure its compliance with the required specifications and conformity with the requirements as per the contract documents, keeping in mind that the work shall be in accordance with the samples approved earlier by him.

8.9 The Contractor shall not start delivering materials to the site unless the respective samples are officially approved in writing. By the same token, the Contractor shall not order any equipment prior to obtaining the written approval on the respective submittal form.

8.10 Materials and equipment conforming to approved samples and submittals shall only be brought to site.

8.11 Samples, catalogues, information, as well as ex-works and on-site evaluation and inspection missions shall all be supplied or covered by the Contractor and at his own expense.

8.12 The remuneration for any test for materials designated for the Works, needed for quality assurance purposes or requested by the authorized personnel; whether from UNDP, the Local Authority, the Donor, or any other concerned or legal party, shall be borne by the Contractor himself. If any test is ordered by the Engineer-in-Charge which is to be carried out by any independent person or agency at any place other than the site - even if conducted abroad- then the cost of materials and testing charges, etc. shall also be borne by the Contractor. If the test shows that the materials under question are not in accordance with the Specifications, the said materials shall not be used in the Works, shall not be paid for and shall be removed immediately from the site at the Contractor's expense.

8.13 UNDP, through the Engineer-in-Charge, shall have full power to reject any materials or work due to a defect therein for not conforming to the required specifications, or for materials not being of the required quality and standard, or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The Contractor shall forthwith rectify the defect or replace the materials at his own expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.

8.14 In case of default on the part of the Contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances where the entire cost & delay for such procurement/rectification shall be borne by the Contractor.



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8.15 The Engineer-in-Charge shall be entitled to carry out random test(s) on any sample, material or equipment according to the Standards set for such practice, all in addition to those tests for the same and for which satisfactory results have already been furnished by the Contractor. If such random test shows incompliant sample or on-site materials/equipment, then all direct and indirect expenses will be covered by the contractor. Otherwise, UNDP will pay for all expenses resulting from the random test if the sample or material/equipment is found again compliant.

8.16 The cost of any other test, if so required by the Engineer-in-Charge, and if it shows the workmanship or materials not to be in accordance with the provision of the contract or the instructions of the Engineer-in-Charge, shall be borne solely by the Contractor.

9. Access to the Works:

The Engineer-in-Charge, or any person authorized by UNDP, the Ministry of Foreign Affairs, the Donor, or any delegated party shall at all times have access to the Works and to all workshops and places where work is being prepared or assembled, or from where materials and manufactured articles are being obtained for the Works, all for which the Contractor shall lend every assistance needed in order to granting them the right of entry.

10. Inspection of the Works:

10.1 No work shall be covered up, buried, concealed, or put out-of-sight by any other mean without a thorough test/inspection and the approval of the Engineer-in-Charge, or his representative, or any other officer nominated by UNDP for the purpose to examine and measure any work which is about to be put out-of-sight and to examine the preparation works before permanent Works are placed thereon.

10.2 The contractor shall give due notice to the Engineer-in-Charge or his representative whenever any such Works or preparation works are ready or about to be ready for examination and the Engineer-in-charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such Works or preparation works.

10.3 The contractor shall uncover any part or parts of the Works, or making openings in or through the same, as the Engineer-in-Charge may from time to time direct, and shall reinstate and make good such part or parts to the satisfaction of the Engineer-in-Charge.

10.4 If any such part or parts have been covered up or put out-of-sight after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by UNDP, but in any other cases all costs shall be borne by the Contractor.

11. Removal of Improper Work and Materials:

11.1 The Engineer-in-Charge shall, during the progress of the works, have power to order in writing, from time to time, the removal of any materials from the site, which are in the opinion of Engineer-in-Charge not in accordance with the contract Specifications, work order, and/or approved sample.

11.2 In case of default on the part of the Contractor in carrying out such order, the Engineer-in-Charge shall be entitled to employ and/or pay other agency to carry out the same, where all expenses consequent thereon shall be recoverable from the Contractor or may be deducted from any due amount, or which may become due, to the Contractor.

12. Devaluation of Work :

In lieu of rejecting work done or materials supplied not in conformity with the contract/work or ordered/approved samples , the Engineer-in-Charge, or any other Officer nominated by UNDP for that purpose,



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may allow such work or materials to remain, provided the Engineer-in-Charge or the nominated UNDP Officer is satisfied with the quality of any materials and/or the strength and structural safety of the work, thus; in that case he shall make a deduction for the difference in value as in his opinion may be reasonable.

13. Final Inspection of Work:

The Engineer-in-Charge or any other officer nominated by UNDP for the purpose shall make final inspection of all Works included in the contract/work order, or any portion thereof, or any completed structure forming part of the contract works, as soon as practicable following a notification by the Contractor stating that the Works, or any portion thereof, is completed and ready for inspection. If the work is not acceptable to the Engineer-in-Charge at the time of such inspection, he shall inform the Contractor in writing as to the particular defects to be remedied before another round for a final inspection can be made.

14. Defects Appearing after Acceptance:

14.1 Any defects which may appear within the defects liability period and arising in the opinion of the Engineer-in-Charge from lack of conformity with the drawings and specifications, shall, if so requested in writing by the Engineer-in-Charge, be remedied by the Contractor at his own cost within the time stipulated by the Engineer-in-Charge. If the Contractor fails to comply, the Engineer-in-Charge may employ other persons to rectify the defects and recover the cost thereof from the dues of the Contractor.

14.2 Supplied equipment and machinery of all kinds listed in the "Approved Manufacturers List" or any approved equal should have extended warranty for a period of 24 months beyond the commissioning date. The acceptance of such condition by the manufacturer/supplier should be clearly noted in a letter attached to the tender submittal, while a "Warranty Certificate" for the said period will be submitted on the date of commissioning the integrated Works.

15. Storage of Materials:

15.1 Materials shall be so stored as to preserve the quality and fitness of the Works. When considered necessary by the Engineer-in-Charge, they shall be placed on wooden platforms or other hard, dry and clean surfaces, thus; avoiding direct on-ground stowing.

15.2 Materials shall be placed under cover when so directed, and the Contractor shall erect and maintain at his own cost temporary weatherproof sheds at the work site (or of-site stores) for that purpose.

15.3 Stored materials shall be so located as to facilitate prompt and easy inspection. All stored materials will be subject to further inspection at the time they are being applied at the Works, albeit they may have very well been inspected and approved before being placed in storage or during storage.

16. Defective Materials:

16.1 All materials not conforming to the requirements of the Specifications shall be considered as defective, and all such materials, whether erected or not, shall be rejected.

16.2 They shall be removed immediately by the Contractor at his own expense and replaced by acceptable materials.

16.3 No rejected materials, the defects of which have been subsequently corrected, shall be used on the Works until written approval has been issued by the Engineer-in-Charge.

16.4 The Engineer-in-Charge shall have authority to remove and replace defective materials and recover the cost of removal and replacement from the Contractor.

16.5 Following any rectification process for defective materials by the Contractor, and while having the defective materials lying on site not removed or replaced for 30 days after a notice by the Engineer-in-Charge is



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issued, the latter, if so decides, shall dispose off such materials in any manner he sees most appropriate and feasible without any written notice to the former.

17. Site elevators

17.1 The contractor should erect a site elevator for the use of the project and dismantle them after the completion of the works at his own expense.

17.2 Process of erecting or dismantling the elevator must minimize the risks to health and safety as follows:

- (a) The elevator designers' or manufacturers' instructions
- (b) Technical standards relevant to access and egress
- (c) The stability
- (d) Any adverse effects on other plant, structures or work processes at the workplace
- (e) The use of special tools, jigs and appliances necessary to minimize the risk of injury
- (f) Control measures for elevators components
- (g) The interaction of the elevators with other plant
- (h) Environmental factors, such as wet or windy conditions
- (i) All relevant electrical installations associated with the elevators.
- (j) The insurance of the elevator during the operation period

17.3 The contractor should maintain the elevators during the whole period of operation.

18. Health and Safety Plans

18.1 Health and safety schedule for the works shall be submitted to UNDP for study and approval within two weeks from the date of signing the Agreement.

18.2 General:

18.2.1 The Contractor should supply medicine cabinet and first aid kit with valid items throughout the entire contract duration.

18.2.2 The Contractor should provide hard hats, safety jackets, safety glasses, work gloves and steel-toed work boots for the use of workers, subcontractors, supervision team members and visitors, with distinguished color for the supervision team and visitors. It is the Contractor's responsibility to enforce the use of these items while present on the construction site.

18.3 The construction safety plan should be in harmony with the work plan

18.3.1 The safety plan should describe how each activity in the work plan will be carried out safely.

18.3.2 All precaution activities and measures related to safety and health on and around the construction site will be the sole responsibility of the Contractor, and the cost of their implementation will be at his own expense.

18.4 The Engineer-in-Charge, or his representative, has the right to impose a penalty worth US\$100 for each recorded violation by the Contractor. The accumulated penalties will be deducted from due interim payments.

19. Contractor's Superintendent and Staff:

The Contractor should recruit the staff indicated in the ITB at his own expense during the whole period of construction works:

20. Contract Duration:

The Contractor should be able to complete the works described in the documents of this tender within a maximum period of **18 calendar months**, which should completely overlap with the duration of the skeleton and finishing works contracts.