**نموذج ارشادي وموسع بشكل عام لعطاء البئر والعطاءات الاخرى ويشمل التعليمات والشروط الخاصة والعامة والمواصفات الخاصة ونماذج ومحتويات العطاء وجدول الكميات المعدل**

**من المهم اعادة صياغة هذه التعليمات وحذف الغير لازم منها وتعديل هذه النماذج العامة او الشروط للعطاء بما يتلائم مع حالة العطاء عندكم في تاهيل بئر عتيل**

**Rehabilitation of Groundwater Well 15-19/036**

**For Attil Agricultural Committee**

**Bidding Document**

**October, 2020**

**Attil Agricultural Committee (AAC)**

Supplying and Installing Pumping Unit and accessories

**Attil Agricultural Committee**

**Tel: 09-……………**

The tender documents are available at PHG office in Nablus start on / /2020 and cost  **NIS** non refundable. The public opening session will be held on  **/ /2020 at ………...** The last date for buying the tenders will start on  **/ /2020 at ……..** o’clock. All tenders must be returned to PHG office in Nablus before 10:00 O’clock on  **/ /2020**. All contractors are encouraged to visit the site on / /2020 and will start at PHG office on Nablus at 9:00 o’clock. .

For further information on the bidding process, please contact Eng**. Abdul-Latif Khalid.**

Phone/Fax: (+972) 9 2374057

Mobile: (+972) 598 931783

**NOTES:**

1. The PHG will consider the 5% bidding guarantee as an outstanding condition for tender acceptance.
2. Only qualified contractors are entitled to participate in this tender must have a valid Registration at the Palestinian Contractors Union and classified at least 3rd degree in the water and sanitation Sector.
3. This tender is including Vat.
4. The payment process can take only after the engineering and financial approval; and when the fund is available in the project account**;**

**This tender is composed of three main sub BoQs. The contracting Authority (PHG) has the right to award the tender parts to one or more contractors based on best offers.**

For a nonrefundable fee of ( **……** **NIS**) or equivalent in freely convertible currency.

Interested bidders may obtain further information from the above address.

1. Bids shall be valid for a period of 60 days after bid opening, including the bid security.
2. Bids must be accompanied by a bid security in an amount of not less than **% 5** of the Bid total price.
3. Bids should be delivered to Attil Agricultural Committee not later than (  **/ /2020 at 11:00 O’clock** ), at which time they will be opened in the presence of the interested bidders .

- GENERAL PART

1. TASKS TO BE EXECUTED

1.1 The subject of the contract is the execution by the Contractor of the following works: Construction of agricultural transmission pipelines and agricultural fittings, in Attil Tulkarem

1.2 The works must comply fully with that the Palestinian General Technical Specification (GTSand the Palestinian Standards Instiution. This applies in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1. PARTICIPATION

2.1 Participation in these tendering procedures is open on equal terms to all such natural and legal persons who are nationals of the country.

2.2 Tenderers must provide evidence of their status.

2.3 These rules apply to:

a) Tenderers

b) Members of a consortium

c) Any subcontractors.

2.4 The PHG will exclude from participation in a procurement procedure candidates or tenderers falling into any of the following cases:

(a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) They have been convicted of an offence concerning their professional conduct by a judgment that has the force of res judicata;

(c) They have been guilty of grave professional misconduct proven by any means that the PHG can justify;

(d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the PHG or those of the country where the contract is to be performed;

(e) They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity

(f) Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.

Contracts shall not be awarded to candidates or tenderers who, during the procurement procedure:

(a) Are subject to a conflict of interest;

(b) Are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

2.5 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the PHG that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

2.6 All tenderers in order to be considered eligible for the award of the contract, tenderers must provide the following documentation.

* Tender Form in original signed and stamped by the legal representative of the company and filled in all its parts.
* A copy of a Valid Registration at the Palestinian Contractors Union and classified at least 3rd degree in the water Sector. The copy must be stamped and signed in original by the Tenderers.
* A copy of a Valid Registration in the Ministry of Economy (Palestinian Authority) or for the sole trader, with the valid copy of the Registration to the Trade Chamber. The copy must be stamped and signed in original by the Tenderers.
* Copy of the Valid Discount Certificate issued by the Income Department. The copy must be stamped and signed in original by the Tenderers.
* A consistent history of litigation or arbitration awards against the Tenderer or any partner of a Joint Venture, over the last 3 years;
* Reference letter from a bank stating the financial ability of the contractor to carry out the work (without specifying the amount of the financial offer).
* Tender Guarantee in the form of a Bank Guarantee or a certified Bank Cheque only.
* Appropriate, information about tenderers involved in a joint venture/consortium. A presentation of the tenderer’s organization, including the staff proposed for the execution of the contract, with the CVs of key staff
* A list of equipment for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works; it should also indicate whether such equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender.
* Evidence of relevant experience in execution of works of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed. The evidence shall include successful experience as the prime contractor in construction of projects of the same nature and complexity comparable to the works concerned by the tender during the last 3 years
* Data concerning subcontractors and the percentage of works to be subcontracted
* Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfill the following requirements:

*- The tender must include all the information required for each member of the joint venture/consortium and the summary data for execution of works by the tenderer.*

*- The tender must be signed in a way that legally binds all members.*

*- One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members.*

*- The tender must include a preliminary agreement or letter of intent stating that all members assume joint and several liability for the execution of the contract, that the lead member is authorized to bind, and receive instructions for and on behalf of, all members, individually and collectively, and that the lead member is responsible for execution of the contract, including payments.*

*- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract.*

1. TENDER EXPENSES

3.1 The tenderer will bear all costs associated with the preparation and submission of the tender.

* 1. The PHG is neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of his tender.

**4.** **SITE INSPECTION**

4.1 The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works. The contractors should visit the worksite and receive all information necessary to enable them to supply the materials and implement the project; and this should be done upon their responsibilities to inquire and investigate the whole project area. They are free to ask for clarification at any point mentioned in tender taking into consideration the risks and responsibilities to carry the project in area. The contractor will not be paid for any visits or data gathering and logistics to submit this tender. Therefore; the contractor is responsible to get all ways of accessand supply the materials and implement the project in this area. The contractor must be prepared for all that and the PHG is not responsible for any kind of loss or damages (and with no financial compensation) that may happen to the contractor working staff or equipment and power plant and machines.

4.2 A clarification meeting on the administrative/technical aspect of the tender dossier together with the site visit will be held by the Contracting Authority, as per communicated in the Tender notice.

5 . EXPLANATIONS CONCERNING TENDER DOCUMENTS

5.1 Tenderers may submit questions in writing (via fax or mail) up to 3 days before the deadline for submission of tenders.

5.2 The PHG shall reply in writing at least 2 days before the deadline for receipt of tenders. The PHG will report all the questions received (but not the source of them) and the reply will be sent via fax to all the prospective tenderers at the same time.

1. MODIFICATIONS TO TENDER DOCUMENTS

6.1 The PHG may amend the tender documents by submitting modifications via fax to all the tenderers up to 2 days before the deadline for submission of tenders.

6.2 Each modification submitted will constitute a part of the tender documents

6.3 The PHG may, as necessary, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

1. LABOUR LAW

7.1 Particular attention is drawn to the conditions concerning the employment of labor in the occupied Palestinian territories and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

7.2 By submitting their tenders, tenderers are deemed to know all relevant laws, acts and regulations of the donor agency and occupied Palestinian territories that may in any way affect or govern the operations and activities covered by the tender and the resulting contract

1. SUBMISSION OF TENDERS:

Submission of offers: The Tenderer should complete, sign, stamp and date all the pages of all the Tender’s documents. He should submit them to the right address and the specified time as mentioned in the invitation letter. The tender opening session committee will cancel any tender that doesn’t meet these criteria

* 1. Sealing and marking of tenders: The tenders are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the PHG or its duly authorised representative.

8.2 Tenderers must seal the original in an envelope or package.

8.3 The envelope must be delivered to the address of the PHG as stated in the procurement notice.

8.4 If the outer envelope is not sealed and marked as required, the PHG will assume no responsibility for the misplacement or premature opening of the tender.

8.5 Any variant proposals must be submitted in a separate inner envelope, clearly marked "variant".

8.6 No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated

8.7 Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission.

8.8 Any notification of modification or withdrawal must be prepared, sealed, marked and submitted and the envelope must also be marked with "modification" or "withdrawal".

The contractors should be hand filled and all the writings in black –pen colors which include the following:

* The tender documents
* The bid bond
* The BOQ
* The field visit
* The contractor profile pages

1. OPENING OF TENDERS

9.1 Tenders will be opened in public session on / /2020, at …………… at PHG Nablus office, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which shall be available to tenderers on request.

9.2 At the tender opening session, the compliancy of the tenderers offers with the administrative requirements will be evaluated. The tenderers' names, written notification of modifications and withdrawals, the presence of the tender guarantee (if required) and any other information the PHG may consider appropriate will be announced.

9.3 Only the financial offer of the tenderers that compliance with the administrative requirement will be open. **The financial offers that will not comply with the administrative requirements will not be evaluated**.

1. CLARIFICATION OF TENDERS

10.1 Tenders which are incomplete, conditional, illegible, and obscure or contain unrequested additions or other irregularities may be rejected.

10.2 When checking tenders, the evaluation committee may, on its own discretion, ask a tenderer to clarify any aspect of his tender.

1. **CORRECTION OF ERRORS:**

a. If there is any contradiction between the rates written in numeral and those written in words, then the rate written in words shall be considered binding and the tender sum should be adjusted accordingly.

b. If there is any error or contradiction was found between the given total of any item or the total tender value and what is actually derived from application of the unit rates and prices. Then, the opening tender committee has the right to amend the total of such an item and the total of all amounts (tender sum) according to the unit rates and prices of such item(s).

c. If there should be any error in mathematical operations, then the sums should be corrected by the opening tender committee and the correct tender sum should be binding to the tender.

d. If there is mistakenly written number or word, the contractor should rewrite correctly and clearly, followed by his signature and stamp.

11.1 Admissible tenders will be checked for arithmetical errors by the evaluation committee. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

11.2 The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, his tender will be rejected.

11.3 When analyzing the tender, the evaluation committee will determine the final tender price after adjusting it.

1. CRITERIA FOR AWARD

12.1 The financial evaluation will be conducted among the shorted list candidates that complies with the administrative requirements and that prove the minimum requested technical capacity

12.2 The contract will be awarded to the Tenderer whose Tender has thus been determined and proven to be the most advantageous and best offer; this shall not necessarily be the Tender with the lowest submitted price. The PHG needs not to justify the award.

12.3 Prior to the expiration of the period of validity of tenders, the PHG will notify the successful tenderer, in writing, that his tender has been selected and draw his attention to any arithmetical errors corrected during the evaluation process.

12.4 This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

1. RIGHT OF THE PHG TO ACCEPT OR REJECT ANY TENDER

The tender opening session has the authority accept and reject any tender without the need to justify such action. The contract will be awarded to the tenderer whose tender has been determined and proven to be the most advantageous and the best offer. This shall not necessarily be the tender with the lowest submitted price.

13.1 The PHG reserves the right to accept or reject any tender and/or to cancel the whole tender procedure and reject all tenders. The PHG reserves the right to initiate a new invitation to tender.

32.2 The PHG reserves the right to conclude the contract with the successful tenderer within the limits of the funds available. Should the lowest technically admissible tender exceed the available budget, the PHG reserves the right to negotiate (negotiated procedure after cancellation) with one or more tenderers of its choice, from among those that took part in the invitation to tender, with a view to reducing the scope of the works or revising other terms of the contract in order to bring the tender price down to a level satisfactory to the Contracting Authority.

1. CONTRACT SIGNING AND GUARANTEES

The tender opening committee will cancel any tender contains vague- irrespective information and documents or unnecessary comments on the project value and formats. Only, those audited tenders will pass to the final evaluation phase. The tenderer should clearly indicate the following:

* 1. If the presenting tenderer is one person, he shall write his full name and stamp.
  2. If the presenting tenderer is more than one partner, he shall sign and attach a formal document to prove that he is authorized to sign on behalf of his partners. He shall also write name and address of the partners.
  3. If the presenting tenderer are companies, or he is a subcontractor and a part of the works to another company, then the manager(s) of this company will also sign the tender documents and submit their CV and attach a formal document to prove that he is authorized to sign on behalf of his partners.

14.4 The successful tenderer shall sign the contract according to the timeframe specified in the awarding notification.

14. 5 The contractor should provide these guarantees:

a. **Bid bond guarantee:**

* + 1. The tenderer shall submit together with the tender documents a certified check or a bank guarantee equivalent to 5% of the total tender value to the order of PHG. The bank guarantee will be issued by a bank duly licensed in Palestine and shall be valid for **90 calendar days**. Any tender with no certified check or bank guarantee attached will not be accepted.
    2. If the Tenderer’s offer is rejected, then the Opening tender committee will return the guarantee to the tenderer.

b. **Performance guarantee:**

The successful tenderer shall submit a performance guarantee or a certified check of 10% of the total amount of his tender to the order of PHG, valid for **90 days.**

c. **Maintenance guarantee:**

After finishing all works and issuing the final Handing over Certificate, the contractor shall submit to the order of PHG a maintenance guarantee for the project of an amount equivalent to 5% of his tender and valid for one calendar year starting from the date of the final Handing over. During the maintenance period the contractor will be informed by the Project committees and by PHG about the technical damages that he shall repair immediately. If the contractor will not respond within two days, then the Project committee will repair the damages on contactor own expense and the money will be taken from the performance guarantee through a payment order issued by PHG to the bank that issued the guarantee.

* Work Insurance, as follows: Liability and Insurance for the whole period of the project, the Contractor shall be liable for all damages caused by himself, his agents or persons employed or Third Party in any way engaged by him for the execution of the works including the engineering staff from the PHG side.
* The List, with the relative CV if not yet handed, of the management and technical responsible staff involved in the project
* A work programme with brief descriptions of major activities showing the sequence and proposed timetable for the execution of the works. In particular, the proposal shall detail the temporary and permanent works to be constructed. The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to the execution of construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which he proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel he proposes to use on the major activities of work; together with a graphic work schedule (bar chart) showing times and duties allocated for employees for this contract
* If he fails to sign the contract and any financial guarantee required within 30 days after receipt of notification, the PHG may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority
* **EVALUATION CRITERIA**: The following issues will be taken into consideration in the phase of evaluation and selection of the contractor:
* Unit price in bill of quantity items;
* Timetable for completing the works;
* Experience of the contractor especially in the field of sanitation and hygiene construction. He should attach in his offer the technical capabilities and power to accomplish this project.
* The work plan

1. **Quantities:** The quantities declared in this tender are best estimates for the reality. Therefore, they are not fixed to the value mentioned in the BOQ. Any change (increase or decrease) should not affect on the unit price up to + or - 25%. If such change will happen and the quantities exceeded the stated limit, the contractor and the project committee will agree to set the new unit price for such items. Exceptional of this, are the items of the tender addressed as provisional items. They are excluded from any limit of variation in the quantities, such that; the actual quantity may be zero for any item or can increase and has no upper limit. Therefore, the tenderer should make his prices according to this condition. The payments and final prices will be determined according to the unit price, which is presented by the contractor and to the actual measured quantities.
2. **Work plan:** the contractor is obliged to submit a full work plan to carry all the activities in this tender. The work plan is a main criterion in evaluation selection for the wining tender. The contractor should submit daily plan of activities, and get approval by the supervising engineer. The contractor should provide the supervisor engineer by shop drawings for implementation.
3. **Plants and equipments:** Each tenderer shall submit a table describing the main plants and equipment that he will use for the implementation of the works, complete with description, use period and number by filling form as shown in article 5
4. The contractor shall submit a list of names and qualifications of all the expert persons who will take part into or follow the implementation of the works, specifying their qualification and experience by filling form article 5
5. **Contractor’s experience:**

The contractor shall submit Curriculum Vitae of the company, as in attached form article 5including the following information:

* + 1. Name of the organization and address. The address will be considered the official address to which all the correspondence and notices will be sent;
    2. Description of achieved and ongoing works (especially in the field of water and sanitation works and equipments) including their value;
    3. List of the permanent staff of the company (engineers, technicians and general staff)
    4. List of main equipments rented and owned, attaching the rental contract if rented.

1. **The unit rate and prices** shall be quoted by the tenderer entirely in **DOLLAR including the submission of VAT** bills and a valid Discount Certificate issued by the Income Department.
2. **Price analysis:** The tender opening session has the right to ask for price analyses for any item or the whole tender prices. Meanwhile, the tender opening session is not obliged to accept the lower prices as the wining tender.
   1. The tenderer shall submit together with the tender documents all the useful documentation (catalogues, price lists etc.) and contact addresses of the manufacturing companies supplying the materials mentioned in the bill of quantity, in order to allow the opening tender committee to evaluate the offers.
   2. If the Opening tender committee notices unreasonable unit rates and prices, then the committee has the right to request an explanation and analysis of the presented prices from the tenderers and to have a response.
3. **Penalty for delay**: The contractor shall complete the works within the agreed period. If the contractor failed to achieve the completion of the works within this period, the contractor shall pay to PHG a penalty of 100 DOLLAR for every calendar day. The penalty will be applied starting from the first day of delay without the need of any notification. The contractor can present an explanation for his delay within 3 calendar days, which will be evaluated by the PHG together with Project Representative. If he does not present a written explanation within the above mentioned period, so the PHG and the local committee will not consider any reason for delay.
4. **Payments:**
   1. There are no advance payments for the project.
5. All payments shall be made by **PHG and** after submission of original invoices and a valid no reduction certificate by the contractor and following the authorization and approval of the field engineers about the completed works (conforming to the technical specifications and the achieved quantities). **The payment process can take only after the fund is available in the project account.**
   1. The total amount of the invoices should be 100% of the work and materials in any payment. PHG will pay only 90% of the requested amount after the engineering and financial approval; and when the fund is available in the project account.
   2. Upon completion of the works the contractor shall submit a request of payment which will include the 10% still unpaid of the previous payments.
6. **The contractor** should keep a daily record of all works and actions at the project site. Meanwhile he should inform the supervisor engineer with the list names of the worker at the site or any change in the plan of work. The contractor should prepare a signboard as shown in the annex below and no payments for the signboard or any logistics, documentation or other activities not mentioned in BoQ .
7. **The contractor** should document all works through digital or card pictures. At least these pictures should reflect the initial conditions, during implementation and the final shape of the project.
8. **The contractor** should handle all the traffic safety measures during work and insure secure working times. The contractor who fails to be adequate to these safety rules will pay a penalty of 100 DOLLAR/day. The contractor is the only party who is responsible for the safety of his workers, machines for the project. The supervisor engineer(s) is not responsible for any accident that may happen during the work, and the contractor is eligible to ask for any kind of compensation to any kind of harm that may happen to him during the work.
9. **The prices** in this tender include the reparation and/or compensation for any damage that may happen to the surrounding environment during the project implementation. This includes damages to the roads, stonewalls, asphalt and concrete structures, cesspits…etc. The contractor should bring back the effected structure to its original conditions and function.
10. The wining contractor should immediately start the implementation after signing the contract; and he must complete all work within maximum of **90 calendar days**.
11. The contractor should submit a valid registration to the Union of Palestinian Contractors.
12. The contractor must provide the tender opening committee with all useful documentation (catalogues, price lists etc.) and contact addresses of the manufacturing companies supplying the materials mentioned in the Bill of quantity.
13. The winning contractor must submit implementation work plan and shows clearly how he will accomplish each activity. He should first get the supervisor engineer approval before going to work.
14. **Disputes and Arbitration:**  Any dispute arising out of the interpretation or application of the terms of this contract shall, unless settled by direct negotiations, be referred to an arbitrator who shall be appointed jointly by the parties. The decision of the arbitrators shall be final and binding upon both parties. The costs of arbitrations will be paid by the contractor
15. All conditions of works, specifications in this tender are technically and financially linked to the attached drawings.
16. The prices include supplying and fixing a logo sign in each site where the project being implemented according to the specifications shown below.

### Instructions to Bidders (ITB)

1. Scope of Bid

1.1 The Employer as defined in the ITB Data Sheet, invites bids for the construction of Works, as described in the ITB Data Sheet. The name and identification number of the project is provided in the ITB Data Sheet.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the ITB Data Sheet.

2. Source of Funds ………………………………………………………………

1. Eligible Bidders

3.1 This Invitation for Bids is open to all qualified bidders. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in eligible source countries.

3.2 All bidders shall provide (if required) in section(4), Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

1. Qualification of the Bidder

1. All bidders shall provide in “Forms of Bid and Qualification Information a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
2. If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in (, unless otherwise stated in the ITB Data Sheet :

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;

(c) Major items of construction equipment proposed to carry out the Contract;

(d) Qualifications and experience of key site management and technical personnel proposed for the Contract;

(e) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(f) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

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4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the ITB Data Sheet:

1. The Bid shall include all the information listed in Sub-Clause 4.3 above for each joint venture partner;
2. The Bid shall be signed so as to be legally binding on all partners;
3. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
4. One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
5. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

4.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

1. Experience as prime contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
2. a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
3. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.
4. A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

4.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 4.5(e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 4.5 for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the ITB Data Sheet.

5. One Bid Per Bidder

1. Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is required to visit and examine the Site of Works and its surroundings to obtain all information that may be needed for the preparation of 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.

### B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

1. Invitation for Bids (IFB)
2. Instruction To Bidders (ITB)
3. Invitation to Bid (ITB) Data sheet
4. Forms of Bid
5. Security Form
6. Conditions of Contract, Description of the Works and Technical Specifications.
7. Drawings.
8. Bill of Quantities

9. Clarification of Bidding Documents

1. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ( cable includes facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than (Seven) days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

1. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### C. Preparation of Bids

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11. Language of Bid

* 1. All documents relating to the Bid shall be in the language specified in the ITB Data Sheet

12. Documents Comprising the Bid

* 1. The Bid submitted by the Bidder shall comprise the following:

1. The Bid (in the format indicated in section 4 “ Forms of Bid”);
2. Bid Security;
3. Priced Bill of Quantities;
4. Qualification Information Form and Documents;
5. Alternative offers if invited; and any other materials required to be completed and submitted by bidders, as specified in the ITB Data Sheet.

13. Bid Prices

* 1. The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
  2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

14. Currencies of Bid and Payment

* 1. The unit rates and prices shall be quoted by the Bidder entirely in the currency specified in the ITB Data Sheet.

### 

15. Bid Validity

15.1 Bids shall remain valid for the period specified in the ITB Data Sheet.

1. In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in the amount and period specified in the ITB Data Sheet.

16.2 The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank draft, standby letter of credit, guarantee, or bond from a bank or surety located in the country of the Employer or directly from a foreign bank or surety which has been determined by the Bidder to be acceptable to the Employer. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 5 or another form acceptable to the Employer. Bid Security shall be valid for 20 days beyond the validity of the Bid.

16.3 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

16.4 The Bid Security of unsuccessful bidders will be returned within (Ten) days after signing the agreement between the Employer and the successful bidder.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

(b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or

(c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Performance Security.

### 

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the ITB Data Sheet. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the ITB Data Sheet, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

### 

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked ORIGINAL . In addition, the Bidder shall submit copies of the Bid, in the number specified in the ITB Data Sheet, and clearly marked as COPIES . In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a) . All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

1. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

### D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as ORIGINAL and COPIES.

19.2 The inner and outer envelopes shall

1. be addressed to the Employer at the address provided in the ITB Data Sheet;
2. bear the name and identification number of the Contract as defined in the ITB Data Sheet; and
3. Provide a warning not to open before the specified time and date for Bid opening as defined in the ITB Data Sheet.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

### 

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the ITB Data Sheet.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### 

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

### 

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked MODIFICATION or WITHDRAWAL, as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the ITB Data Sheet or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

1. Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

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### E. Bid Opening and Evaluation

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23. Bid Opening

23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, not necessarily in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.

23.2 Envelopes marked WITHDRAWAL shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

### 

24. Process to Be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

### 

25. Clarification of Bids

25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

26. Examination of Bids and Determina­tion of Responsive­ness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### 

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid Evaluat­ion

28.1 Bids will be evaluated as quoted in the currency of the Employer currency as defined in the ITB Data Sheet in accordance with Sub-Clause 14.1.

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) Making any correction for errors pursuant to Clause 27;

(b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;

(c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and

1. making appropriate adjustments to reflect discounts or other price modifications offered in
2. Accordance with Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

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### F. Award of Contract

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31. Award Criteria

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

### 

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### 

33. Notification of Award and Signing of Agree­ment

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the Letter of Acceptance) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the Contract Price ).

33.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34.

33.3 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

34. Perform­ance Security

34.1 Within (Ten) days after receipt of the Letter of Acceptance the successful Bidder shall deliver to the Employer a Performance Security in the form of a Bank Guarantee or (at the Bidder's option) a Performance Bond in an amount specified in the ITB Data Sheet, denominated in the types and proportions of currencies in the Letter of Acceptance.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### 

35. Advance Payment and Security

1. The Employer will not provide an Advance Payment on the Contract Price
2. Works Guarantee

36.1 The Contractor will provide a guarantee for all works for the period mentioned in the conditions of contract from the date of completion the works. Security is to be provided by Contractor in the form of a Bond or as agreed up on.

**Technical Specifications for the Project**

**General Conditions**

1. The wining contractor should immediately start the implementation after signing the contract; and he must complete all work within maximum of 100- calendar days.
2. The contractor should submit a valid registration (water and sanitation) to the Union of Palestinian Contractors.
3. The contractor must provide the tender opening committee with all useful documentation (catalogues, price lists etc.) and contact addresses of the manufacturing companies supplying the materials mentioned in the Bill of quantity.
4. The winning contractor must submit implementation work plan and shows clearly how he will accomplish each activity. He should first get the supervisor engineer approval before going to work.
5. The contracting authority has the right to divide the tender between two or more contractors. The contractor should be obliged to this decision without complains or asking for compensation. The contracting authority could take this decision without explaining to the contractor/s the reason for that. The contractor must be obliged and committed to sign the contract for the part of tender works that he was chosen to implement it. The contracting authority could take this decision: a- if there is clear differences in the item prices between the contractors b- technical capacity and qualification for certain items in the tender by one contractor more than the other c- any other reason the contracting authority find it suitable for the whole project. Therefore, the contractor should analyze and have his offer price for each item independently of the other items.
6. **All conditions of works, specifications in this tender are technically and financially linked to the attached drawings.**

* This project will be implemented in area C, therefore; the contractor is responsible to get all ways of access **and supply the materials and implement the project in these area; moreover the contactor must be aware that he may face work stoppage or seizing of his equipment; the contractor must be prepared for all that and the contracting authority is not responsible for any kind of loss or damages (and with no financial compensation) that may happen to the contractor working staff or equipment and power plant and machines. The contractor should put a flexible work plan (choose the suitable times and machines of work) that takes into consideration the worksite conditions and avoid as possible all such warns to stop the work.**

Site Inspection

* The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at his own responsibility, expense and risk, factors necessary for the preparation of his tender and the signing of the contract for the works.
* A clarification meeting on the administrative/technical aspect of the tender dossier together with the site visit will be held by the Contracting Authority, as per communicated in the Tender notice.

Obligations of the Contractor

* The Contractor shall, with due care and diligence, and in accordance with the provisions of the contract, design the works to the extent stated in the contract, and execute, complete and remedy any defects in the works. The Contractor shall provide all superintendence, personnel, materials, plant, equipment and all other items, whether of a temporary or permanent nature, required for the design, execution and completion of works, and for remedying any defects, in so far as is specified in, or can be reasonably inferred from, the contract.
* For design and build contracts only, the Contractor shall carry out, and assume responsibility for, the design of the works with the help of experienced designers satisfying the criteria laid down by the Contracting Authority. He shall draw up the requisite technical documents according to the provisions laid down in the special conditions and technical specifications. These documents must be submitted to the Supervisor for approval, in accordance with the Special Conditions, and may be corrected at the Contractor's expense to satisfy the Contracting Authority's contractual requirements and eliminate errors, omissions, ambiguities, inconsistencies and other drafting defects. The Contractor shall train the Contracting Authority's personnel and deliver and update the set of detailed documents and operating and maintenance manuals, in accordance with the Special Conditions.
* The staff and workmen employed by the Contractor must be sufficient in number, and each must have the qualifications necessary to ensure due progress and satisfactory execution of the works. The Contractor shall immediately replace all persons indicated by the Supervisor, in a letter stating reasons, as hampering the proper execution of the works. The Contractor shall make his own arrangements for the engagement of all staff and labor. He shall comply with all the relevant labor laws applying to his employees, shall duly pay them and afford them all their legal rights.
* The equipment, which the Contractor has at the site, shall be deemed to be for the purpose of carrying out the works. The Contractor shall not be entitled to remove it without the written consent of the Supervisor unless he shows that the said equipment is no longer required for the performance of the works.
* The Contractor shall take full responsibility for the adequacy, stability and safety of all operations and methods of construction under the contract.
* The Contractor shall comply fully with any administrative orders given with him. Where the Contractor considers that the requirements of an administrative order exceed the authority of the Supervisor or the scope of the contract, he shall, on pain of being time-barred, notify the Supervisor of this fact within 10 days of receiving the administrative order and inform the Contracting Authority. Execution of the administrative order shall be suspended during this period.
* The Contractor shall draw up and submit for the Supervisor's approval a programme of implementation of the contract, in accordance with the detailed rules laid down in the Special Conditions.
* Where appropriate and within a period not exceeding two, the Contractor must, in response to a reasoned request from the Supervisor, be able to provide a detailed breakdown of his prices and the shop drawing.
* The Special Conditions shall specify any detailed drawings to be drawn up by the Contractor and submitted for the Supervisor's approval. The same shall apply to documents and items, which are to be submitted to the Supervisor for endorsement or acceptance. These detailed drawings, documents and items may not be reproduced or used for another purpose by the Contracting Authority, nor communicated to third parties, except with the Contractor's agreement and on payment of fair compensation.
* The Contractor shall respect and abide by all laws and regulations in force in the state of the contracting authority and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.
* If the Contractor or any of his subcontractors, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority; or for showing favor or disfavor to any person in relation to the contract or any other contract with the Contracting Authority, then the Contracting Authority may, without prejudice to any accrued rights of the Contractor under the contract, terminate the contract in accordance with the relevant provisions of these General Conditions.
* The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Supervisor after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
* If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfill the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition or constitution of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

**Special conditions for the construction works**

**The units prices of all items mentioned in the BOQ include all conditions and technical specifications which are shown under this item below.**

1. The specifications and design for all the materials in this tender must be verified by the contractor and do his pricing according to the attached drawings and site visit.
2. The contractor should submit shop drawing for the operation of the reservoirs and pumps installations**.** The price to submit the shop drawings are included in the price of the tender items and no payments for this work.
3. After the completion of each the contractor should submit as built drawing and which includes the exact implementation of the fittings, posters and the well. The price to submit the as built drawings is included in the price of the tender items. Therefore, no payments for this work.
4. The contractor should commit to the booster locations as specified in the field visit and must not be change the route without the consent of the supervisor engineer and the project committee. He should get a formal letter and bears the responsibility if anything else happens.
5. The prices in this tender include the costs to supply and install metallic sign logo and stone logos and shown in Volume II.

* Technical Specifications
* Model Financial Bid With Technical Specifications

###### Description of the Works and Technical Specifications

The contractor shall submit in his offer and supply maintenance manuals, catalogs, characteristic curves, testing certificates, shipping, lading documents and specifications of pumps, motor, fittings, mechanical and electrical control devices, cables, wiring and all accessories and ancillaries to complete the work. All materials must be new and not renewed in accordance with the specified specifications. The contractor should check and verify that the tender mentioned specifications and the proposed equipments sizes machetes the actual needs before ordering any equipment or materials. This applies to all dimensions and figures mentioned in the BOQ, particularly the well’s hole diameter and depth, pump diameter and length, shafts diameter, discharge head inlet and outlet. The sizes mentioned in this contract are the best estimate of information we got for this well, and the contractor should be responsible technically and financially to supply the suitable materials for installation. Therefore, the contractor must carry field tests and measure to make sure that the materials and specifications mentioned in this tender are suitable. In the case he found any of the mentioned items is not suitable to the well, he must inform the supervisor engineer and ask for confirmation to the tender specifications or a modifications to it according to the contractor findings. The price to carry all these tests and measures is included in the unit price for each item to be tested and verified before supply and installation. Moreover, the contractor must check that the power supply is enough and fits with the pumping equipments in this tender. He should verify that there is enough amperes by at least 1.4 factor more than the continuous run needs, and the voltage drop is less than 5% over the cable length from the source to the well, and will not go below 380 volts on the continuous run.

***The prices in this tender include supplying the materials as described in each of the items in the BOQ and all the work to disjoin the existing materials and install and test the supplied materials. The prices also include any costs for materials transportation and distribution or, any necessary accessories, ancillaries, tests, permits, which required to install and run the well correctly. The prices of all the mentioned issues above are included in the unit price for each item. The main items in this tender are:***

**Well’s Mechanical and Electrical Works:**

**Turbine**: The contractor should attach in his offer type of turbine and details information on it if either imported as foreign turbine or locally made one. In any of the two cases, he should include the manufacturer brand name, performance and testing curves (and due point), full specifications of manufacturing materials and dimensions of the stages, bowels, main shaft, retainers, stabilizers, lockers, etc. The contractor must submit the turbine original performance/testing curve from the company or from an approved turbines test lab. Before installing any new materials, the contractor must get the initial records for existing conditions of the well including: the well pumping capacity in m3/hr, water level inside the (dynamic and static). Therefore, the contractor must prepare suitable water meter and water level meter to carry on these measures. The contractor will not be paid any money for taking these records and their cost will be considered as undeclared/indirect costs that are already included in the turbine price.

**Fittings:** All fittings in this project must meet the standard specification mentioned in Annex 1. The contractor should install them wherever the supervisor engineer decides within each project area and not to claim any variation for that. The installation process includes all works such as excavation in all kinds of rocks and soils, welding, shaping, cleaning the site of work and painting.

The contractor shall submit in his offer and supply maintenance manuals, catalogs, characteristic curves, testing certificates, shipping, lading documents and specifications of pumps, motor, fittings, mechanical and electrical control devices, cables, wiring and all accessories and ancillaries to complete the work. All materials have to be new and not renewed in accordance with the specified specifications. The contractor should verify before ordering any equipment or materials, all dimensions mentioned in the following specifications including the well's hole diameter, pump diameter, columns diameter, discharge head inlet and outlet. The sizes mentioned in this contract are the best estimate of information we got for this well. The contractor should be responsible technically and financially to supply the suitable materials.

* The declared prices in the above tables include ZERO VAT.
* In his offer the contractor should submit maintenance manuals, catalogs, characteristic curves, testing certificates, shipping, lading documents and specifications.
* The declared prices of the items of bill of quantity involve supplying the required materials and achieving all works related with these items.
* The above prices involve supplying, distributing and assembling all above items.
* The Contractor must supply a Certificate of origin for all the items supplied, together with the request of payment and the invoice.
* The above prices involve checking and operating the pumping equipment both during the implementation of the works and before the handing over successfully;
* The works will be implemented in three locations at……………………… The awarded contractor shall deliver the materials to these locations and implement the works according to the tender documents and the bill of quantity.
* All dimensions and diameters mentioned in the bill of quantities which concerns booster pumps installation, maintenance of the existing three reservoirs inlet/outlet fitting and rehabilitation of the existing well pumping equipment (lifting pipes, turbine, column shafts, discharge head ,etc). All materials and equipments have to be checked and verified by size, capacity and fit to the real conditions. The contractor and inform the supervisor engineer and take the approval from him before order or try to replace any of them with new ones. Otherwise, the contractor is responsible for supplying the wrong materials particularly the turbines and other pumping accessories.
* The contractor must supply all the electrical materials according to the brand names in the BOQ or other brands must be attached to the tender and approved by the tender opening committee.

**The Electric Motor Set** shall be complete with the accessories and ancillaries needed in accordance with the following specifications:

* An efficient approved engine speed 1500 rpm and fitted to maintain engine speed at all condition of load.
* The cooling system shall be a closed type with, class F insulation, temperature rise class B, and internally built thermal senor to be connected to the MCB and digital screen which reads the temperature instantly.
* The Electric Engine set shall be mounted on a suitable common steel frame and no vibration, The price in this tender includes casting a suitable reinforced concrete foundation
* Other standard parts and instruments needed for good operation. As power factor at full load not less than 89% and efficiency at full load not les than 94%
* Winding design as standard 3-phase motor 415 V, 50 Hz and permissible and preferences for variable speed motor, tolerance in voltage, and Hertz supply not less than 5%.
* Rated and output power apply for standard ambient conditions of 40°C
* Motor frame, end shields, terminal box are made of cast iron, fan made of sheet stainless steel.
* High capacity bearing, single output shaft of stainless steel
* Degree of protection as standard IP 55
* The offer must be supplied with catalogue (M&O) for the motor set, curves power, efficiency, engine specification and test certificate, etc…
* The contractor is responsible to issue a 1 year warranty starting from the date of the taking over certificate.

**Forms of Bid.**

**Form of Contractor’s Bid , Letter of Acceptance ,**

**Form of Contract.**

**Standard Form**

**Contractor's Bid**

Notes on Form of Contractor's Bid. The Bidder shall fill in and submit this Bid form with the Bid. Additional details on the price should be inserted if the Bid is in various currencies. If the Bidder objects to the Adjudicator proposed by the Employer in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause 36 of the Instructions to Bidders.

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

*[name and identification number of Contract]*

**To: Attil Agricultural Committee-Attil Tel : 09-2909333**

We offer to execute the \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_ in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of :

\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

*[amount in numbers and words showing currency]*

The Contract shall be paid in American Dollars ($).

The advance payment required is US$. \_\_\_\_\_\_\_\_\_ \_\_

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the **(ITB) Data Sheet**.

Authorized Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Standard Form**

**Letter of Acceptance**

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 33 and 34 of the Instructions to Bidders.

Date …………

To: ……………………………………………………….

Address & Telephone No.: ……………………………..

This is to notify you that your Bid dated **Date**, / /2020 for execution of Supplying and Installing of Supplying and Installing Well Pumping Unit and Main Pipelines, and the Contract Price of : ( …………………………………………………………………*)* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Employer.

You are hereby invited to attend to Attil Agricultural Committee, in order to sign the contract , after that you’ll be instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature:

***Eng.***

**Standard Form**

**FORM OF CONTRACT**

**Contract No ……………**

**Title:** Supplying and Installing of Supplying and Installing Well Pumping Unit and Main Pipelines

**THIS AGREEMENT** made on the date of the Employer’s Letter of Acceptance to the Contractor as issued by Attil Agricultural Committee on ( Date: / /2020).

**BETWEEN** Attil Agricultural Committee **(AAC),** Palestinian Water Authority (PWA)

West Bank Water Department (WBWD) , Palestine, (hereinafter called the Employer ) of the one part,

**AND** …………………………………….(hereinafter called the Contractor ) of the other part.

**WHEREAS** the Employer is desirous that the Contractor execute the Works specified in the “ITB Data Sheet” (hereinafter called the Works) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1** In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

**2** In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

**3** The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Prices specified in the Bill of Quantities as audited and modified by MA or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. All Parts of the Bidding Documents including any addenda and modifications should be considered as an integral part of this contract.

**IN WITNESS WHEREOF** the parties thereto have caused this Agreement to be executed on the date specified above.

**FOR THE EMPLOYER FOR THE CONTRACTOR**

**Eng.**

Date: / / 2020

**SECTION 5: SECURITY FORMS**

**Table of Forms**

Annex A Form: Bid Security (Bank Guarantee)

Annex B Form: Performance Bank Guarantee (Unconditional)

Annex C Form: Performance Bond

Annex D Form: Bank Guarantee for Advance Payment .

**Annex A Form:**

*[name of Bidder]*

**Bid Security (Bank Guarantee)**

Whereas, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bidder" ) has submitted his Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[date]* for the construction of Supplying and Installing of Supplying and Installing Well Pumping Unit and Main Pipelines *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ \_\_\_.

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

1. does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of the Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness \_\_\_\_\_\_\_\_\_\_\_\_ Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature, name, and address]*

**Annex B Form (Alternative 2):**

**Performance Bank Guarantee**

To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Employer]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of Employer]*

Whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract and brief description of Works]* (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]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in words]*, 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.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the

Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until the date of issue of the Defects Correction Certificate.

Signature and seal of the Guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex C Form:**

**Performance Bond**

By this Bond, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* as Principal (hereinafter called "the Contractor") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Employer]* as Obligee (hereinafter called "the Employer" ) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of Bond]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term Balance of the Contract Price , as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Defects Liability Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_\_.

SIGNED ON SIGNED ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ On behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***[name of Contractor]* *[name of Surety]***

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In |he capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ In the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 6: CONDITIONS OF CONTRACT& Technical Specifications**

**CONDITIONS OF CONTRACT**

The Contractor should perform the work as specified or indicated in the contract documents. The following documents shall be deemed to form and be read and considered as part of this contract, viz.:

1. The instruction to Bidders;
2. Instructions to Bidders (ITB) data sheet.
3. Conditions of Contract and Technical specifications ;
4. Drawings
5. The Bill of Quantities ;
6. Any modifications ;
7. Addendum (if any).

**Definitions (Employer)**

* Attil Agricultural Committee who will act as Engineer in connection with completion of the work has prepared this contract.
* A joint team of the Quality Assurance Section in the Technical department of Palestinian Water Authority, West Bank Water Department and Attil Agricultural Committee will be the Construction Manager in relation to the completion of the work.

**Contract Time**

* The Contract time shall begin immediately up on issuance of Notice to Proceed. The date of expiration of the Contract time should be the agreed Contract Completion Date shown in the ITB Data Sheet. Failure to complete the works on time will entitle the Employer to apply a Two Hundred US Dollars (US$ 200) penalty for every day of delay on condition that the total penalty will not exceed 10% of the total Contract Price.
* Contractor agrees to diligently pursue the work so that his forces shall be employed on a regular and uninterrupted basis to ensure at a rate of progress that will insure full completion thereof within the agreed Contract Time stated above. It is expressly understood and agreed, by and between Contractor and Construction Manager that the Contract Time is reasonable for the completion of the work.

**Contract Security Bonds**

* The Contractor should provide a Performance Bond as security for the faithful performance of the contract; the Performance Bond should be in the amount (10 %) of the contract price.
* The Bonds should be required at the execution of the Contract Agreement and should remain in effect until issuance of the Final Acceptance Certificate. The Contractor should, prior to issuance of the Final Acceptance Certificate provide a Warranty Period Bond ( 12 Calendar months), Payable to the Employer, in the amount of (5 %) of the Contract price.
* The Bonds must be issued by surety companies, banks acceptable to Construction Manager.

**Contract Price.**

* The Employer will pay the Contractor for performance of the work in accordance with the Contract documents in current funds.
* The Contractor’s Bid, and therefore the Contractor’s price, as evidenced by submission of the Bid Form, includes all costs for Works and acquisition of Materials and equipment which are detailed in the Bill of Quantities.

**Applications For Payment.**

* Contractor should submit Applications for payment after completing the work to Construction Manager who will process them accordingly, and attached with application form all documents and certificates which applies for the rule of original, and testing, transport and lading for all delivered materials.
* The payment shall be approved by the supervisor engineer and the construction manager- with original papers, and bills- and tax stamps, before start with financial process.
* All Payments shall be made in [ US-dollars $ ] .

**Advance Payment :**

1. Up on the request of the contractor, The Employer agrees to pay to the contractor against a bank guarantee an advance payment up to 10 % of total contract price as indicated in Bidding Data after issuance of Notice to Proceed.

**Progress Payments :**

1. At the end of each month, the contractor shall submit an invoice including all executed works. The Engineer will check the invoice, deduct all previous payments and the construction manager will approve the payment of 75% of the correct amount of the invoice(15% retention and 10% from the advance payment).
2. Payment will be released within 15 days from the final approval of the bill.

**Final Payment :**

1. Upon final inspection and acceptance of the work, and after receiving the Warrantee Period Bond the Employer will issue the Final Acceptance Certificate and pay the remainder of the Contract price as recommended by Construction Manager.
2. In the event of variations in the quantities specified in the ‘ The Bill of Quantities’, the readjustment in the price will be calculated based on the unit price of the Bid and no other adjustment is permitted even if variations exceed twenty five percent(25%) of the originally estimated quantity.

**Maintenance of the Works.**

1. The Contractor should be responsible for the maintenance of the said works for a period of twelve(12) Calendar Months effective from the day of issuance of Final Acceptance Certificate by the Construction Manager.
2. Any damages up to the Warranty on the executed works during the Warranty period should be repaired by the Contractor and at his own expense during a week after receiving a notice in writing from the Employer; If the Contractor does not repair these damages during the above specified period, then the Employer does these repairs at the expense of the Contractor, which shall be deducted from due sums against the Warranty Period Bond.

**Work Plan and Progress Meetings.**

1. The Contractor should submit to Construction Manager a time scheduled Work Plan for executing the work, showing a detailed description of the tasks to be done at estimated time frames.
2. The Contractor should be committed in a monthly progress reports and meetings with Construction Manager showing achievements of the work and purchase of Materials and Equipment.

**Equipment Details.**

1. The Contractor should submit to Construction Manager a package containing the following for Materials and each Equipment
2. All drawings and technical specifications recommended by Construction Manager.
3. User Operating Manual for each equipment.
4. Manufacturer Certificates and Testing reports for Equipment and Materials.

**Contract Termination.**

If the Contractor violates any condition in the Contract or if the Employer believes that the Contractor is incapable of accomplishing the works on time and to the Employer’s satisfaction, the Employer has the right to terminate the contract and request from another contractor to finish the works at the Contractor’s expenses.

###### Description of the Works and Technical Specifications

**The Works include the following:**

* Supply and Installing a new Well pumping pipes…………………. and Electrical Control Panel, as described in the Specifications and The BOQ including all needed fittings and instruments that may be needed according to the Engineer
* Carry out pump unit miscellaneous civil works as in the BOQ.
* Carry out pipeline installations from the existing irrigation 6” pipeline and the across the road until reaching the existing drinking water 6” pipeline
* Construct the inlet and outlet, and washout manholes for main connections.
* Installing all fitting and make all connections according to the attached BOQ and drawings.

###### Electrical works :-

1. Supplying , delivering, and installing for Attil well site an electrical full automatic Inverter starter with water proof electrical board (control panel) to drive the motor of the well pumping unit and shall be used to start, run, stop, protect and control the above mentioned motor . The electrical board shall be made of steel frame 2.0 mm, thermal paint and insulation IP66 of three compartments.
2. The main board shall be constructed in a form of two cabinet separated, located together against the wall and anchored to the floor by concrete foundation. The first cabinet for utility's Electric meter, and the second for pump electrical motor.
3. The main elect. Panel shall be painted in accordance with the rules for paintings and painted with two coats of zinc chromate primer and red oxide antirust pained at least 60 microns thick, and final light green or other color paint at least 30 microns thick.
4. Executing all connection between the various compartments and from the compartment to the doors and all the output connections shall be made by means of terminals corresponding is size and cross-section of conductors.
5. Nameplates shall be mounted at the front of the board behind the doors and above every switch and group of lamps.
6. Executing an earthing unit (4 connections) complete by using suitable electrical bass bars as needed and fixed a cable bridges between the fittings and the main earth connections, and the all earthing resistant not increase than 2 ohm. Only.
7. Executing all electrical connections complete between the Power Supply, main Electrical panel. , Electrical Motor and other fitting to complete the work as needed
8. The work also include supplying all materials, cables and wires needed to finish all the work

###### Conditions Of Control.

* The proposed new pump unit shall pump water directly to the Existing Elevated Reservoir through a pipe line 6”.
* The electric Motor for the pump shall start by using an inverter and soft start/stop conditions.
* Power Supply (3ph-380/400 v - 50 Hz).
* The control scheme shall utilize a pressure barrel with 2- pressure switches to sense the pump outlet state and the upper Res. State.
* The pump must stop when the flow switch indicates that there is no water flow after a time delay (1-60 sec) and it should not be permitted to work again without manual start (Reset).
* The electrical motor for the pump must stop after a time delay (1-60sec) when the high pressure switch indicates that high pressure on the outlet line is more than must be and it should be started automatically after a time delay (1-10hr).
* The elect. Motor for the pump must stop after a time delay (1-60 sec) when the pressure out let comes down and the pressure switch indicate that the pressure is less than it must be and it should not be permitted to work again without manual start (Reset).
* The pumping unit could be operated automatically or manually, with or without a timing clock as desired with all protection control.
* The wiring inside the main electrical board should utilize numbered connect plug and trenches.
* The electrical panel for the control system must be supplied with DC current at 24v.
* Ditto but for a suitable capacitor at full load, with complete protection as needed (3ph-380/400 v+ H.R.C fuses).
* The contractor should handle an (As Built Drawing) to the supervision Engineer.

**1. TERMS OF EXECUTIONS – COMMITMENTS OF WORKS**

1.1 The Contractor shall commence work within 3 (three) days from the date of the start-up order.

1.2 The Contractor shall execute and complete the Works and in accordance with generally accepted construction practices, observing all local standards and implementing all regulations in force. The Contractor guarantees that the principles and methods of construction and the materials used are suitable for the local conditions.

1.3 The Contractor shall supply diesel generator, pump and all the pipes and equipment and fittings needed to the implementation of works according to the tender documents.

1.4 The Contractor shall supply all needed materials, coordinating with the supervisor engineer and according the specifications mentioned in the tender documents.

1.5 The Contractor shall supply and assemble the valves and needed parts according the specifications mentioned in the tender documents and according the directions of supervising engineers.

1.6 All the goods and supplies purchased for the implementation of the works must be new and renewed.

1.7 The Contractor will receive all the work instructions from the supervising engineer.

1.8 Before proceeding with the order of the needed materials, the Contractor shall get a written approval from the supervising engineers.

1.9 All fittings and equipments must be subject to in site testing and approved in writing by supervising engineer. The supervising engineer will make sure that all the fittings and equipment match with the specifications agreed in this contract, then they will issue a written approval.

1.10 The Contractor shall be responsible of substituting any part or material, or disjoin and assemble other parts, if these are not conforming to the specifications stated in this contract.

1.11 The Contractor shall complete all works including testing and operating all parts of the project. The Contractor shall check and operate the generator and the control panel for all possible modes of operation.

1.12 The Contractor will complete all works in all parts and he shall not leave any parts not achieved.

1.13 The Contractor shall submit a weekly plan of activities and locations in which he will work.

1.14 The Contractor shall observe that there are working locations West of the Wall and will have to coordinate the arrival of materials and workers to the project's location.

1.15 The Contractor shall document (photos, and/or Video films) all works phases - before, during and after finishing the works - in all locations by photographic pictures.

1.16 The Contractor shall be responsible of guarding and safety the materials and location during the implementation process.

1.17 The Contractor shall clean and remove all rubbishes and transfer it to the suitable place out of project location.

1.18 The Contractor shall prepare and fix four panels in all project locations according the mentioned specifications in agreement conditions of tender documents (*see. Visibility Panels*).

1.19 Before order or supply any new materials, the contractor is responsible to check the suitable dimensions and diameters for any of the existing piping and connections. and match the new equipments with reality and if they fit with real dimensions, and particularly at the site of the distribution reservoir, sense, the pipes will be fixed and attached to the walls of the reservoir and at height approximately 20 ms above the ground***.***

**SECTION 8: Bill of Quantities**

**PREAMBLE :**

1- The contractor shall read the bill of quantities carefully and visit the site

so as to acquit himself fully with the employers requirements and with the mutual obligations , methods of measurements, and the detailing of unit prices.

2- The quantities shown in this bill are not fixed but they are liable to variation. The contractor shall not be entitled to claim changes in unit prices in the event the actual quantities being larger or smaller than those shown in this BoQ .

3- The contractor is responsible of storing and guarding all materials, pipes , fittings and other equipment needed for executing the work tell the date of handling over and on his own expense. He is also responsible of the insurance of his workers and private properties against accidents, damages, etc... .

4- All materials, fittings, equipment, devices, etc... Shall be new and not renewed . They shall fulfill standard and technical specifications, and shall be agreed on by the supervisor.

5- Cleaning the site of the work from residuals, unused backfilling, etc... is the responsibility of the contractor .

6-The contractor shall submit with tender documents all necessary documents , catalogues , certificates of origin of equipment, characteristic curves, and any other official papers deemed necessary to confirm that the pump and the driving motor are new and they fit requirements and specifications .

7- These conditions are considered as an integral part of the contract and in no case should be violated. Should the contractor fail to do so, the whole contract is assumed to be violated.

8- **All Unit Prices Should Include the VAT and All Other Taxes.**

**جدول الكميات لمشروع تأهيل بئر جمعية عتيل**

**Electro mechanical works for groundwater well no. 15-19/036 in Attil.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Description** | | **Unit** | **Unit Price /$US** | **Qty.** | **Total**  **/$US** |
| **Electrical and Mechanical Works:**  The contractor shall submit in his offer and supply maintenance manuals, catalogs, characteristic curves, testing certificates, shipping, lading documents and specifications of pumps, motor, fittings, mechanical and electrical control devices, cables, wiring and all accessories and ancillaries to complete the work. All to be new and not renewed in accordance with the specified specifications. Therefore, the unit price in this tender must fit with the technical specifications; moreover, any material submittal should match with these specifications even if accepted by the open session committee. The contractor should verify these specifications and carry on the design based on such reference information including all equipments and materials in this tender. The contractor will conduct field visits to the well and must be before ordering any materials or equipment as follows: the contactor must check and verify and match between the reality and the design quantities (well dimensions, pumping pipes, electric and mechanical data) ,as mentioned in this tender. If he notices any difference or no matching, then he must inform the supervisor engineer and find together a suitable solution to such conditions. This include checking and fitting all dimensions mentioned in the tender as the well's hole diameter, well crookedness, pump diameter, electric connections, cables, pipes diameter, discharge head inlet and outlet. The contractor must check in particular that the size of the hole of the well is enough to install the pumping pipes, and the water level pipes together. The sizes mentioned in this contract are the best estimate and information we got for this well from Attil well committee. The contractor should be responsible technically and financially to supply the suitable materials. All connections including the electrical and mechanical fittings should be according to the general (PSI) pumping standards. | | | | | | |
| 1 | | **Electric Motor (60 hz continuous):**  Disjoin the existing motors and fittings, and then move them outside the operation site to the place within the **Attil** area specified by the project committee. Supply, transport, deliver, install, and operate successfully according to the specifications in the tender on the reinforced concrete foundation a new **vertical hollow shaft Electric Motor (60 hz)** with suitable reinforced foundation. The motor has to be inverter duty as 10:1 (10-70 Hertz) Speed Range Constant Torque voltage 220/380-440. The motor shall be of standard construction and suitable high thrust bearing to carry the loads of the rotating radial thrust, equipped with weather protection as IP56 type-1 standard, insulation **class F** complete thermal protection unit, complete current overload unit. The motor must be not less than  **125 horsepower** at **1800** rpm (existing turbine speed 1760 rpm), set at continuous steady state service factor 95%-100%, 1 year warranty starting from the date of the handing over certificate or 7000 working hours and whichever comes first; price involves removing existing concrete casting and casting suitable reinforced concrete base for the new motor which fits the motor dimensions and its height matches level to the last vertical shaft discharge head. The concrete used should be B-300 and the two meshes a steel box and bars diameter 10 mm. The price includes supplying all cables and materials and executing all electrical connections needed between the following elements and despite of the lengths required: A- cable one 95 mm2 in between the main 3-phase power source at the well site (transformer) and the Main Electric Control Board inside the pumping room (XPLE insulation copper) B- a cable between the Main Electric Control Board and the electric motor. The cable size and specifications are as follows: All above cables are to be round, blue or green color, copper conductors are solid and made of pure copper XPLE, insulated, Armored with inner sheath, 600 V, conductors sizes **3x95+1x50** mm2. The price includes all materials and works to install the above cables including whatever of electric, mechanical fittings and accessories as PVC and steel trenches, anchors with clamps, jumpers, stays including base, anchors steel wires, The cables must be lay inside 4"PVC/as rubber pipes of flexible spring type two layers. The price includes excavation inside all types of soil and rock trenches not less than 40\*30 cm and lay the cable inside these trenches and adding pure sand as backfilling to all size of the trenches and casting in the last 10 cm of the trenches with plain concrete over the pipes. The price includes supplying and installing all electric motor control devices (as RTDs thermal, over load) and any other connections including cabling inside or outside the pumping station relevant to this work and according to standard specifications for this work. The opening tender committee will receive an offer about type and motor specifications, catalogues, and an in site testing report which shows that the motor is matching with these specifications.   * The price of this item includes supplying and installing two I steel section (25\*30 cm\*8mm) to hold on the motor and discharge head. * The electrical motor must be supplied with **RTD (PT100)** temperature protection. The type of motor connection must be suitable to present the motor temperature digitally inside the control panel. The price of this item includes all costs of materials and works to install and test the RTD control device. * The motor shall be designed and built for 24hr continuous service at any and all points within the required range of operation without overheating, cavitations, excessive vibration and strain. * Motor has to be new and furnished with a stainless steel name plate with data of the serial number, speed , KW, input voltage, Full load, Hz, power, etc . * All works necessary for transporting, supplying to the site of work, installing, connecting, running and testing are under the contractor expenses. * All works must be according to the Palestinian standards and engineers instructions and the specifications and drawings. * The price also includes any missing works not mentioned to execute this work.   The contractor must submit the motor specifications, certificate of origin , catalogs and on site testing report which shows that the motor is matching with the manufacturer specifications | Lump sum | 13000 | 1 | 13000 |
| 2. | | **Main Electrical Control Panel Unit (all devices in this item should be based and prices on duty inverter and design at 60 hz )**: Price includes all works to carry on the electrical connections and cables to main grid and panels and supply and install suitable new control panel for pumping **100m3 @ 160** meter, and installing in the site for the mode of operation, a control board according to the following specifications and supervisor instructions: control panel box shall be made of **three major compartments** and the price for this item include all equipments and works mentioned below: The first compartment is for main hour meter and fusses- Main Company Breaker. The second compartment is for the **125 hp inverter** (60 hz continuous) as ABB, or equivalent as shown specifications, main breaker as Siemens, contactors, capacitor(s) bank, main cables inlet/outlet.), It shall be **IP56** protected, thermally painted paint as (RAL 7302). All main cables and wiring are inside ducts and must be closed with special plastic cover and protected against human electric shock. The third compartment includes all control circuits, and secondary contactor, breakers for the high voltage cabinet or the low voltage. The control panel must be fixed to the wall by six Jumbo screws and laid on a reinforced concrete foundation 40-50 cm above the ground. The contractor should submit as built drawing including soft and hard copy drawings. In case the contractor will use any digital control equipment including PLC, HMI screen; then he must submit the cable, the software, and new version of computer laptop as hp i7- double core and any other accessories that are necessary to operate and maintain these digital equipment; meanwhile the price for this item includes to train the well’s operator and technical staff on how to use and program the PLC and control panel and all installed equipment in this tender. The training period should not be less than 9-hours training hours over three separate days including safe operation, manual instructions, faults and calibration of equipments (inverter, breakers, timers, etc..).  The labeled nameplates should be mounted at the front of the main board behind the doors and above every switch and group of lamps. Control electric lamps 24v must be fixed to control all operation system, the starter shall be used to start, run, stop , protect and control manually and automatically by using the general required installation of the following equipments completely. The price for this item includes:   * The power circuit must consist of the following: **main circuit breaker** MCCB 3**\*250 A**, 25KA adjustable for the **company** and for **generator** (as MOLLER) **two pieces**. The price includes supplying and installing **manual change over with mechanical and electrical interlocks** switch 4\***250 A**, SOCOMEC type for manual operation. * Bus bar **300A/0.6KV** (3 phases and neutral and earth) * Complete unit 4p \* 20KA **surge arrestors** of replaceable type. With box fuse **3\*63A**. * Digital screen inverter **125 hp** see the annex. Solid state frequency converter as ABB type (with **bypass contactor 125 hp** as MOELLER type equipped with over /under load, over temperature and all control system needed with all protections rated at suitable power that matches the pump motor with (0.8-1.2) over load range). The inverter must be programmed to meet with manufacturers obligations for start-up and shut down of the submersible turbine   **Capacitor Banks**: Standby capacitor banks with discharge resistors compensating reactor dry type 400v 50/60 Hz to reach power factor not less than 0.97 Ducati. Three phase capacitor with resistors **20 KVAR** Ducati type.   * **Digital multi meter** which is able to read directly from a screen (V, Hz, KW, A, PF). * **Low and high voltage controllers, phase sequence and phase failure controllers and relay(s)** of best quality as MOELLER. * **On-off push** button set and emergency off button. * **Reset** push buttons red color 22 mm. * **Overload** relay unit rated at 1-1.5 of motor full load including digital motor screen protection control board. * **Temperature relay** unit and rated for the submersible motor. It includes thermal protection relay and thermistor sensor, including cable screened twisted pair (screen earthed at one end only) digital motor screen protection control board with all cables and connections. * HRC fuses **3\*63 A** complete Fernaz type. * WHM 50\*50mm. * **24 h clock** with 150 hr mechanical reserve. * Suitable **automatic breaker** **250 A** with adjustable thermal and magnetic protection (ISC>=25KA) NZM. * (0-500V) 96\*96mm **Voltmeter** with selector switch between phases and neutral. * (0-300 A) 96\*96mm ammeter for the three phases. * 3 phase fuse holders set , 10\*38mm , with suitable fuses , * **Suitable earth leakage relay** class **A (AC and Dc trip).** * Contactor with discharge 20 KVAR Moeller type. * **Running hour** timer * **Manual motor speed** controller and mouthed on outside board (range 0.8-1.2 normal speed) * **On-off** lamps for inside doors cabinets * **Breakers** for service as Siemens type. * **Relays** and timers 24 V for no flow switch and high-pressure, low-pressure sensors, temperature. * Three phase 50/60 Hz 390V (**KWh-meter**), /5A-200/5 CT’s. The KW-h meter as electromechanical meter or solid state and pre-paid card electric type. * 24V/ 50/60 Hz **indication lam**ps installed in front of the control cabinet.. * 3 position selector switch **A-O-M**. * 220-2\* 12V (AC) **transformer 100VA.** * The price includes **all cables** to be used for control purposes shall have the following cross section: * **(3\*95 mm2 +50 mm2**) for the internal connections inside main board and the contractor has to check and order the exact required length (as item 2 properties). * 1.5 mm2 for the coil driving wheel circuits. * 2.5 mm2 for the circuits of tension measurements. * 1.5 mm2 for the sensors. * 4.0 mm2 for the circuits of intensity measurements. * All terminals shall be carefully protected to assure electrical insulation. * Switches, measuring instruments, and warning lights shall be installed in the front side of the panel. * The control panel shall be manufactured with enough space **(minimum 40% free space of the total size)** to insure easy maintenance and no interface between the wiring for all circuits. * **All wires must be coded clearly** and fixed with special wire heads to avoid loose connection. * All timers (PSK), relays and contactors shall be of best quality as Siemens * The contractor shall supply any other materials and devices that might be missed here and considered to be essential to complete the work without claiming any changes in unit prices. * The control panel must be equipped with an alarming bell (100 dB at 50 meters distance) and flashing red alarm (should be visible from 300 meter during day time). **Alarms for all cases of failure as: voltage drop, low or high voltage or phase failure, phase sequence, high or low pressure and no flow, high temperature etc…** * The control panel **must be equipped with** control circuit for either the probe water sensor or to build digital screen for hydrostatic water level sensor. * **Temperature control** as digital screen * The alarm must be muted with/without general reset and there should a special button in the front door to stop/reset it alone. * Circuits must consist of the all necessary materials to operate and protect the system automatically and manually, the wiring color system, numbering all the components. The price includes the design of the whole system of control the contractor is intending to carry. The contractor should also submit at the end of work a s built drawing.   The control panel deign should include:   * Transformer 230/24V 150VA * Water level relay HK type. * 220V AC /120 Watt and **two fans** with filter in each compartment, one for taking in air and the other for taking out the air with grid ( for the panel) complete with thermostat protection. * SIREN (alarm system)   Alarm system 24V are equipped **ON-delay timers** for :   1. High pressure outlet 2. Low pressure outlet 3. No flow 4. Soft start faults 5. High temperature 6. Low, high voltage, phase sequence , failure   The motor must not restart more than the recommended number of starts per hour and day by the manufacturers.   * The price includes **all works, as excavation** works for installing pressure switches, flow switch and level sensor and all the electrical parts with suitable conduits and metal ducts to complete the works. * The price includes installing and testing for the mode of operation all mentioned devices and sensors. The control panel must be equipped with earthling unit so the price includes. * **Earthling**: The price of the control panel includes supplying and installing complete earth unit with earth equalizer compressing C40 box copper B.B. 25 mm2, with minimum two concrete manholes as foundation lines , two earth electrodes, D>19m, L=1.5m and any other missing materials to earth the pumping station . The price includes testing earth unit so as to fulfill the standard requirements (resistance less than 1.5-2 ohm). The across different fittings in the piping system. * The price also include supply all materials (as cables, in-out sockets and install, two outlets as 3-phase complete service unit for the pumping room including Main MCB 5\*20A -10 KA MOLLER type. MCB 2 \*10A – 10KA Moeller type the control * The price include all cable materials and works to conduct the electrical connections of the thermistor sensor inside the motor -(the cable 3x1.5 mm2 , the cable should be of suitable length. Use flexible thermal conduits, cable glands, wire terminals& labeling at both ends and all the accessories needed to complete the work as excavation & backfilling, the cable from the control panel to the head of pump motor. * **Wiring and Lighting the pumping room** Supplying and executing all materials needed for inside and outside lighting of the station (pump and station yard) including all works, trenches, cables, sockets etc. according to the following: * Supply and install 2x36 W flourcent surface mounted (water proof) IP56 for outside the room * Supply and install single split one air conditioner inside the pumping room, size 2-ton (24000 BTU/hr) inverter technology and **EER > 13**. * One phase sockets number four * Lighting the room from inside by four double-glass fluorescent lamps (36 w) in each room (water proof). * 3x30 w emergency 10 hours duration lighting fixture to be fixed in accordance with the supervisor engineer's instructions. * The lighting service should be controlled by a separate DGB. Its power source is directly controlled through a double pole MCB.   Lighting the outside of the rooms by External four projectors each of 60 Watt HyLite **LED** Prizm, as Philips. water proof IP 56 with aluminum body (high quality) (the price includes all materials and works to carry the inside and outside wiring and lighting. The projectors, will be switched on from the service DGB. Distribution box for lighting suitable for 24 v circuit breaker (DBG). Also the price includes conduits, (3x2.5mm) and all size of cables& all accessories needed to complete the work. Supplying materials and executing 5 intake power sockets: one as three-phase and the other four as one-phase. The price includes supplying electric cables, leads, on-off keys, power sockets, trenches…etc. The price includes all any other missed works or materials to execute the lightening item. | L.S | 11000 | 1 | 11000 |
| 3 | | **Flow Control switch**: Supplying and installing an electrical flow switch suitable for 6" pipes, powered by a 24v-dc power source. Price includes all cables and protection conduits required to connect it with the control panel, | Num. | 100 | 1 | 100 |
| 4 | | **Pressure barrel**: Supplying and installing of a pressure barrel. The contractor shall supply and install all the pipes and fittings to connect with outlet main 6” pipes of the pump and should be according to specifications. The price include, complete instrumentation of the pressure barrel including all fittings and steel pipes ½” , and two-1/2 inch ball valves, pressure stabilizer needle valve at the entrance, foot valve-4directions, couples, nibbles, elbows with nuts, bolts, flanges and gaskets as needed to install the pressure barrel. The price includes supplying and installing all necessary materials and works to connect to the pressure switches and casting a suitable reinforced foundation under barrel, and above the pump ground level, | Lump  sum | 500 | 1 | 500 |
| 5 | | **Pressure Control switch** Supply and install two pressure switches 1-25 bar. Price includes all cables and protection conduits required to connect it with the control panel. | Num. | 125 | 2 | 250 |
| 6 | | **Pumping pipes**: Supply and install new seamless iron pumping pipes with the following specifications should be supplied: (SCH 40) Diameter 6”, thickness not less than 7.1 mm; and teeth not less than 8 teeth in 1" and painted with epoxy from outside and inside. The number of teeth should be enough to cover the whole length of the intended coupling joint is not less than 13 cm length. The price includes threading cutting and adding reducers, or flanges, bolts to connect between the new rising pipes and the pump and the discharge head. Taking in consideration that the quantity estimated in this tender may increase or decrease. | M.L | 130 | 130 | 16900 |
| 7 | | **Shafts:** Supply and install new shafts of carbon steel 1040, of 35 mm diameter and at the joints should be covered by stainless steel sleeves, and ended with a threaded stainless steel couple. The price includes threading, cutting, adding suitable line shaft coupling, stabilizers to connect between the new shafts and the pump. Taking in consideration that the quantity estimated in this tender may increase or decrease. | m.l | 60 | 130 | 7800 |
| 8 | | **Retainers and bearings:** supply and install new bearing retainers made of bronze and taking in consideration that the quantity in this tender is estimated and may increase or decrease. | Num. | 100 | 43 | 4300 |
| 9 | | **Rubber Joints**: supply and install new rubber joints and taking in consideration that the quantity in this tender is estimated and may increase or decrease. | Num. | 10 | 43 | 430 |
| 10 | | **Discharge head:** Supply and assemble a new steel discharge head complete type F. The intake and outlet dimensions are 6”\*6" the price includes supplying and installing wick and box, and suitable stainless steel column for the last riser pipe and connect with and up to motor shaft. The basic dimensions for the discharge head are 45\*65 cm. The price includes supplying and installing a suitable stainless steel column for the last riser pipe. This column will connect with motor shaft. And it includes also supplying 2 suitable I steel section and casting new reinforced concrete foundation underneath the discharge head,. | Lump sum | 1200 | 1 | 1200 |
| 11 | | Supply and install pressure 2” **Relief Valve**, 16 atm, complete, The price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve and according to specifications Annex/ S7. The Price also includes supplying and installing 2" coupling, 2”conical record, 2”nipple and 2" gate valve, | piece | 700 | 1 | 700 |
| 12 | | **Old Pump lifting and installation new pump pipes.** All works related to prepare the site including all mechanical installations, the discharge head, pumping pipes, turbine, shafts, rubber joints, access pipes, retainers and all related accessories. The price involves checking and operating the pump after finishing all project works to insure no vibration or unusual sound. The price includes all machines and labor works related to well's installation. | Lump sum | 2500 | 1 | 2500 |
| 13 | | **Accesses Pipes**: **PVC, polyvinyl chloride sch. 80 pipes NP 25 bars of 1.25 Inches Diam.**  Supply, install and test in the well access PVC, pipes sch. 80/1.25 " size threaded and suitable coupling at joints ,These pipes should fixed to the pumping pipes using stainless steel clamps.  The price includes suitable couplings and connections to the riser pipes each two meters maximum. At least 6 meters of pipes inside water must have holes (10 mm) diameter each 20 cm of the pipe. | M.L | 10 | 260 | 2600 |
| 14 | | **Gate valve**: Supply and assemble gate valve, 6"complete, 16 bar. Price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve. The valves could be installed anywhere within the project area and according to specifications mentioned in Annex, S2 , | Num. | 500 | 6 | 3000 |
| 15 | | **Gate valve**: Supply and assemble gate valve, 3"complete, 16 bar. Price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve. The valves could be installed anywhere within the project area and according to specifications mentioned in Annex, S2. | Num. | 300 | 1 | 300 |
| 16 | | **Gate valve**: Supply and assemble gate valve, 2"complete, 16 bar. Price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve. The valves could be installed anywhere within the project area and according to specifications mentioned in Annex, S2. | Num. | 50 | 1 | 50 |
| 17 | | **Non return valve**: Supply and assemble a non return valve, 6" complete, 16 bar of the swing type .Price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve. The valves could be installed anywhere within the project area according to specifications mentioned in Annex / S1,. | Num. | 900 | 1 | 900 |
| 18 | | **Compound air valve**: Supply and assemble 2" compound air valve complete, 16 bar. The price includes excavation, cutting, welding, adding screws, bolts and accessories that are needed to assemble the valve. The valves could be installed according to specifications mentioned in Annex , S3. The Price also include supplying and installing 2" coupling, nipple and 2" gate valve. , | Num. | 500 | 1 | 500 |
| 19 | | **Pressure gauge**: Supply and assemble pressure gauge, 25 bar with oil liquid Rotal ASME, B40. Price includes excavation, cutting, welding, adding coupling, and accessories that are needed to assemble the gauge, | Num. | 50 | 1 | 50 |
| 20 | | **Dresser-Universal Coupling:** Supply and assemble 6" dresser complete. Price includes ears 60 cm rods and screws, bolts, excavation, cutting, welding, and adding accessories that are needed to assemble the dresser with NP 16 bar, | Num. | 125 | 6 | 750 |
| 21 | | **Dresser:** Supply and assemble 3" dresser complete. Price includes ears 60 cm rods and screws, bolts, excavation, cutting, welding, and adding accessories that are needed to assemble the dresser with NP 16 bar, | Num. | 100 | 1 | 100 |
| 22 | | **Dresser conical record:** Supply and assemble 2" dresser complete. Price includes rods and screws, bolts, excavation, cutting, welding, and adding accessories that are needed to assemble the dresser with NP 16 bar, | Num. | 70 | 1 | 70 |
| 23 | | **Steel pipes**: Supply and install 6" steel pipes for irrigation network. The minimum thickness of pipes is 4 mm as shown in Annex 1 /S9. The price includes, all costs of transportation, pipes distribution, excavation, cutting, shaping, welding, painting two faces (red oxide priming paint and zinc oxide base oil paint). The price includes reconnecting the new installed pipes with old network pipes and adding new connections (2", 3" or 4") of similar sizes for all farms which exist on the old pipe line. | M.L | 30 | 12 | 360 |
| 24 | | **Galvanized 3" pipes**  Supply and install 3” diameter galvanized steel pipes thickness 3.96 mm, and according to specifications Annex / S1-9, | M.L | 15 | 12 | 180 |
| 25 | | **Galvanized 2” pipes**  Supply and install 2” diameter galvanized steel pipes thickness 3.96 mm, and according to specifications Annex / S1-9, | M.L | 15 | 6 | 90 |
| 26 | | **Elbows, T or Saddle or Elbows:** Supply and install 6"/90 or 45 degree black steel elbows or T and Saddle for welding SCH 40 anywhere within the project area | Num. | 40 | 5 | 200 |
| 27 | | Supply and install a complete 6" **cast iron water mete**r according to ISO 4064 (class B) or equivalent Annex/ S5. Capacity 200 m³/hr, 16 bar painted with epoxy coated from both inside and outside, the measuring unit should be removable type without removing the body Price includes excavation, cutting, welding, adding dresser, flanges, screws, bolts, gaskets and adding accessories that are needed to assemble the valve with the dresser. | Num. | 1000 | 1 | 1000 |
| 28 | | Supply, install a screen **digital hydrostatic level** meter (submersible digital level sensor) with the following characteristics:   * Water Level Measurement: 40m (max.) * Excitation: 9 to 30 Vdc, reverse polarity protected * Output: 4 to 20 mA DC, 2 wire, short circuit protected * Input Current: 20 mA max * Accuracy: 0.50% FS BFSL (includes linearity, hysteresis and repeatability) * Response Time: 2 ms * Operating Temperature: -10 to 60°C * Proof Pressure: 150% * Burst Pressure: 200% * Wetted Parts: 316 stainless steel * Electrical Connections: Submersible cable terminating in digital leads   The price includes all works and materials, as cables, connections, sensor, digital screen that shows the remaining water depth above the sensor. The price includes all wiring necessary to connect the sensor inside the well’s hole to the MCB. In addition to that a process meter/controller, should be digital and programmable one, with flush mounted to be installed in the MCB 's door, step response 2sec,6A dual relay. | L.S | 2500 | 1 | 2500 |
| 29 | | **Water Cooling Tank:** Supply and install plastic polyethylene water tank capacity 1 m3 for cooling and lubrication of the shafts and rubber joints before the start according to PSI 99-1 to 6-1999. The price includes supplying and installing all necessary connections as 1-inch galvanized steel pipes, 1-inch ball valve, 1-inch dresser, 1-inch elbows etc. to connect between the water tank and the opening of the outlet at the discharge head, | Num. | 400 | 1 | 400 |
| **Total costs of all materials and works** | | |  | | | **71730** |

**Costs Summary**

|  |  |
| --- | --- |
| **Attil Well 15-19036** | **Total amount /$US** |
| **All Mechanical and Electrical works for the groundwater well. 15-19/036** |  |
| **Total in words (includes) –$US** | |

**Company / Contractor Name: --------------------------------------------**

**Address: -----------------------------------------------------------------**

**Telephone: -------------------------------------- Fax: ---------------------**

**Signature and Stamp: --------------------------------**

**Date: -----------------------------**

**General Information well 15-19/36**

Location: Attil-Qalqilya, Attil Area

Coordinantes: X= 155350 Y= 179965, Z= 70 a.m.s.l

ID Number: 15-19/036

Method of Drilling: Tool Percussion

Total Depth: > 200 meters

Static Water Level: 55 meters below surface

Dynamic water level 95 meter below surafce

Pump Setting: 130 below surface

Diameter of Drilling: 10”

Existing Pumping pipes diameter: 6”

Existing Pumping Capacity: 100 m3/hr

Irrigated Area: 800 Dunums

Number of farmers: 87

Average working hours in summer: 450 per month

Average working hours in winter: 350 per month

**Annex: Fittings Materials Specifications**

**A-S1: Check valves**

1. Body: Cast Iron
2. Disc: Cast Iron
3. Cover: Cast Iron
4. Seat Holder Cast: Iron
5. Body Seat Ring: Bronze ASTM B62
6. Disc Seat Ring: Rubber (BUNA-N) ASTM D 2000 AA 7008
7. Hinge Pin: Stainless Steel
8. Plug: Malleable Iron
9. Cover: Bolt & Nut: Steel
10. Seat Holder Bolt: Stainless Steel
11. Cover Gasket: Rubber (BUNA-N)
12. Coating: fusion bonded epoxy inside and outside

**A-S2: Gate valves none rising stem:**

1. Body: Cast Iron
2. Bonnet: Cast Iron
3. Packing Box: Cast Iron
4. Disc Cast: Iron
5. Hand Wheel: Cast Iron
6. Body Seat Ring: Bronze
7. Disc Seat Ring: Bronze
8. Gland Cast: Iron
9. Stem Nut: Bronze
10. Stem Bronze
11. Bonnet Gasket: steel
12. Packing Box Gasket: steel
13. Bonnet Bolt & Nut: Steel
14. Gland Stud & Nut: Steel
15. Packing Box Stud & Nut: Steel
16. Top Nut: Steel
17. Washer: Steel
18. Packing: Graphite Fiber Commercial
19. Operating Nut: Cast Iron A 126 Class B
20. Coating: Electro statically applied epoxy inside and outside,

**A-S3: Combination Air Valve**

1. Body: PN21 Sphere Nodular ASTM-536 60-40-18
2. Rolling Seal: Rubber E.P.D.M
3. Clamping Stem: Reinforced Nylon
4. Float: Foamed Polypropylene
5. Base: Brass ASTM B-124
6. O-Ring: Buna-N
7. Cover : PN21 Cast iron ASTM A-48 CL-35B
8. Nozzle Seat: Bronze ASTM B-62 B-271 C83600
9. Nozzle Seal: Rubber E.P.D.M
10. O-Ring: Buna-N
11. Bolt and Nut: Galvanized Steel, Chromate Plated
12. Float: Stainless Steel 304L
13. Body: PN21 Cast iron ASTM A-48 CL-35B
14. Sleeve: Reinforced Nylon
15. Threaded Outlet: Brass
16. 16: Coating: fusion bonded epoxy inside and outside

**A-S4: Butterfly Valves: (GEAR)**

1. Stem: Stainless steel
2. Body: Cast iron
3. Bushing: Brass
4. O ring: EPDM
5. Bushing (spacer): Polymeric
6. Disc: Stainless steel
7. Liner: EPDM
8. Washer: Bronze
9. Retaining ring: Spring steel
10. Plug: Plastic
11. Coating: Fusion bonded epoxy inside and outside

**A-S5: Water meter specification and materials.**

1. Working pressure 16 or 25 bars as required.
2. Max. temperature 60 C
3. Body: cast iron
4. Coating: epoxy
5. Connection: Flanged ends

**A-S6:** **Strainers Specifications:**

1. Body: cast iron ASTM 126 class B
2. Cover: cast iron ASTM 126 class B
3. Screen: stainless steel
4. Gasket: Buna -N
5. Plug: steel
6. Bolts: steel
7. Coating: fusion bonded epoxy inside and outside

**A-S7: Control Valves specifications (float valves and pressure reducing valves)**

1. Connection: flanged
2. Water temperature up to 60 C
3. Working pressure 25 bars
4. Valve body and cover ductile iron (ASTM A-536)
5. Valve internals: stainless steel and bronze
6. Control trim: brass
7. Elastomers: Buna-N
8. Coating: fusion bonded epoxy

**A S-8: Painting works include** adding two faces (red oxide as priming paint and zinc oxide base oil paint for finish). The pipe surface must be painted with two coats from all sides, particularly lower part to the ground. Therefore, the pipe must hold on supports above the ground minimum 30 cms, and then released to ground down after the paint was dry. Prepare the surface and stir the paint before use or mix using a power agitator. Before applying paint, a thinner liquid has to be added to the pipes surface to clean away oil and grease, use a detergent to remove excess dirt and contaminants. Remove the metallic debris such as mill scale and rust using disc sanders, sandpaper or wire brushes which ensures an adhesive surface.

**A-S-9: Carbon steel line shafts: According to ASTM A576**

**A-S-10: Irrigation Steel Pipes Welded Black Steel Pipes, ASTM A53 or as API5L:**

**A53 Type F**, which is longitudinally furnace butt welded or continuous welded (Grade A only),

**A53 Type E**, which is longitudinally [electric resistance welded](http://en.wikipedia.org/wiki/Seam_welding) (Grades A)

**B- The Vertical Hollow Shaft Electric Motor Set** shall be complete with the accessories and ancillaries needed in accordance with the following specifications:

* An efficient approved engine speed 1500/1800 rpm inverter duty VFD and fitted to maintain engine speed at all condition of load.
* The cooling system shall be a closed type with, class F insulation, temperature rise class B, and internally built thermal senor to be connected to the MCB.
* The Electric Engine set shall be mounted on a suitable reinforced concrete foundation with common steel frame and no vibration and high thrust capacity
* Other standard parts and instruments needed for good operation. As power factor at full load not less than 90% and efficiency at full load not less than 94%
* Winding design as standard 3-phase motor 415 V, 50/60 Hz and permissible and preferences for variable speed motor or duty frequency motor (in the range between 10-70 Hertz), tolerance of 10% in voltage in the range 380-480 volt.
* Rated and output power apply for standard ambient conditions of 40°C
* Motor frame, end shields, terminal box are made of cast iron, fan made of sheet stainless steel.
* High capacity bearing, single output shaft of stainless steel
* Degree of protection as standard IP 56
* The offer must be supplied with catalogue (M&O) for the motor set, curves power, efficiency, engine specification and test certificate, etc…
* The contractor is responsible to issue a 1 year warranty starting from the date of the taking over certificate.

**C- Solid state frequency inverter**

* Wide Voltage Range: 320 ~ 480V
* Input Frequency Range: 40 ~ 65Hz
* Output Voltage Range: 0 ~ rated input voltage
* Output Frequency Range: 0 ~ 500Hz
* Overload Capacity: 60s with 150% of rated current, 2s with 180% of rated current
* From 0.75 ~ 7.5KW Plastic house; 11 ~ 630KW is metal house
* Control Mode: High Quality V/F Control
* Speed Accuracy: V/F + 0.5% of maximum speed
* 20 channels for frequency setting
* Analog signal: 0 ~ 10V,-10V ~ 10V,0 ~ 20mA.
* Pulse setting input: 0~50 KHz.
* Built-in RS485 communication port
* Solid state programmable screen and PLC configurations
* All model are integrated IGBT
* The malfunction ratio is 0.8% within 24 months warranty

DEFINITIONS

GLOSSARY

**Definitions:**

***Commission***: The Commission of the European Communities.

***Contracting Authority (Employer as per FIDIC rules)*** The Commission, the state or the public or private legal person concluding the contract, as provided for in the financing agreement.

***Works contracts***: Works contracts cover the execution, the design and execution or the realisation by any means whatsoever of a work corresponding to the requirements specified by the Contracting Authority. A 'work' is the outcome of a body of building or civil engineering works that is sufficient of itself to fulfil an economic or technical function.

***General conditions***: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

***Special conditions***: The special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

***Evaluation committee***: a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

***Candidate***: Any natural or legal person or group thereof applying to take part in a restricted or negotiated procedure.

***Tenderer***: Any natural or legal person or group thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively.

***Contractor:*** The tenderer selected at the end of the procedure for the award of the contract.

***Tender dossier***: The dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

***Period***: A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

***Breakdown of the overall price***: A heading-by-heading list of the rates and costs making up the price for a lump‑sum contract.

***Supervisor (Engineer as per FIDIC rules)***: The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.

***Supervisor's representative***: Any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Supervisor will include his representative.

***Written communications***: Certificates, notices, orders and instructions issued in writing under the contract.

***Administrative order***: Any instruction or order issued by the Supervisor to the Contractor in writing regarding the execution of the works.

***Conflict of interest***: Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to subcontractors and employees of the candidate, tenderer or supplier.

There is a conflict of interests within the meaning of Article 52 of the Financial Regulation where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.

***Day***: Calendar day.

***In writing***: This includes any hand-written, typed or printed communication, including telex, cable and fax transmissions.

***Tender price***: The sum stated by the tenderer in his tender for carrying out the contract.

***Contract price***: The sum stated in the contract representing the initial estimate payable for carrying out the works, or such other sum as ascertained at the end of the contract as due under the contract.

***Liquidated damages***: The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

***General damages***: The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

***Works***: Works of a permanent or temporary nature executed under the contract.

***Equipment***: Machinery, apparatus, components and any other articles intended for use in the works

***Plant***: appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

***Drawings***: Drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works.

***Site***: The places provided by the Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.

***Maintenance period***: The period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor.

***Final acceptance certificate***: Certificate(s) issued by the Supervisor to the Contractor at the end of the maintenance period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

***Provisional sum***: A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor.

***Day works***: Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

***Modification***: An instruction given by the Supervisor which modifies the works.

**Additional definitions:**

***Adjudicator***: the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.

***Bill of Quantities (BoQ):*** the priced and completed Bill of Quantities forming part of the Bid.

***Defect***: any part of the Works not completed in accordance with the Contract.

***Completion Date***: the date of completion of the Works as certified by the Supervisor.

***Contract***: the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Art. 2 of the Contract Form.

***Contractor’s Tender***: is the completed tendering document submitted by the Contractor to the Contracting Authority.

***Drawings***: include calculations and other information provided or approved by the Supervisor for the execution of the Contract.

***Materials***: all supplies, including consumables, used by the Contractor for incorporation in the Works.

***Site investigation Reports***: are those that were included in the tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

***Specifications***: the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

***Subcontractor***: a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

***Temporary Works***: works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.