Re-Advertised

UN HABITAT AFGHANISTAN

INVITATION TO BID (ITB)

ITB NO: UN/H/GDSP/KDR/KBL/2011/036

Project ID:D-201

Governance and Development Support Programme -kandahar

Title of Work: Supply of Ductile Iron Valves, pipe Adaptors, DI pipe Fittings and Manhole Covers for Kandahar Water Supply Scheme

December 2011

UN-HABITAT
FOR A BETTER URBAN FUTURE

United Nations Human Settlements Programme
Regional Office for Asia and the Pacific - Fukuoka
1-1-1 Tenjin, Chuo-ku, Fukuoka 810-0001 JAPAN

Re-Advertised
INVITATION TO BID

Contract Supply of Ductile Iron Valves, Pipe adaptors, DI Pipe Fittings & Manhole Covers
Kandahar Water Supply Scheme
Announcement Date: December 14, 2011
Closing Date January 04, 2012, at 9:00 AM
ITB UN/H/GDSP/KDR/KBL/2011/036

1. The Governance and Development Support Program of UN-HABITAT –Afghanistan hereby solicits your bid for the above subject, in accordance with this document and the annexes attached. Bids are required to be submitted to the United Nations Human Settlements Programme (UN-HABITAT) offices:

House # 431, Street # 7, Taimani area, District 4, Kabul Afghanistan **Or**

Kabul Shah, In front of Al-Jadeed Market, District 2, Kandahar City, Afghanistan no later than **04-01-2012 at 9:00 AM HRS.** In such case UN-HABITAT Kandahar office should send e-mail to Kabul office to confirm the receipt of offers locally in Kandahar, so all bids should be submitted by UN-HABITAT Kandahar office to Kabul main office immediately after closing date (**04-01-2012, at 9:00 AM).**

2. This Invitation to Bid (ITB) consists of this document and the following annexes:

Annex A:	Bid Form
Annex B:	Terms and Conditions to Bid
Annex B-1:	Declaration by bidder and Disclosure Requirement
Annex C:	Acknowledgement Letter
Annex D:	General Conditions of Service Contract
Annex D-1:	Contractor Past Performance
Annex D-2:	Financial Data
Annex D-3:	Work Plan
Annex D-4:	Contract Data
Annex E:	Bill of Quantity
Annex E-1:	Specification
Annex F:	United Nations General Conditions of Contract
Annex G:	Special Condition for Construction Works
Annex H:	Sample of the proposed contract

3. Bids must be submitted in the English language strictly using the attached Annex. Please confirm by e-mail to ghows.amirian@unhabitat-afg.org and cc to hasyim@unhabitat-afg.org and ali.ashraf@unhabitat-afg.org after you have submitted your bids to the tendering box at the reception office of UN-HABITAT main and Kandahar field offices.

4. a. Your bid must be submitted in a sealed envelope/package clearly marked and addressed as follows:

United Nations Human Settlement Programme
Procurement Unit
Supply of Ductile Iron Valves, Pipe adaptors, DI Pipes fittings & Manhole covers in Kandahar Water Supply Scheme
1) House # 431, Street # 7, Taimani, District 4, Kabul, Afghanistan
ITB Number: UN/H/GDSP/KDR/KBL/2011/036
Attn to Ghows Amirian: ghows.amirian@unhabitat-afg.org
2) Kabul Shah, In front of Al-Jadeed Market, District 2, Kandahar City, Afghanistan
Attn to Tela Mohammad: tela.mohammad@yahoo.com
Closing Date & Time: 04-01-2012, at 9:00 AM HRS Kabul time

b. Outer envelope/package of your bid must clearly indicate name of your company so that the UN-HABITAT can identify your bid at the time of receipt.
c. Each bid for each ITB must be submitted in a separate envelope. Please do not combine different bids in the same envelope.
c. It is the exclusive responsibility of the bidders to ensure that the sealed envelope/package containing the bid reaches the above address before the time and date indicated in paragraph 4.a. so that it is time stamped and acceptable for opening. Bids must be delivered to the designated address during the UN-HABITAT working hours from 8:00 a.m. to 4:00 p.m. Sunday through Thursday except for the UN-HABITAT holidays. Delivery to UN-HABITAT office location will be at the risk of bidders. Written proof of receipt will not be given unless a Postal/Courier service receipt or other form of receipt is presented for UN-HABITAT. *Bids received after the above mentioned opening time will be invalidated.*
d. UN-HABITAT Procurement Unit strongly encourages you to deliver your bid by hand or via courier so that you can track delivery and ensure receipt by the UN-HABITAT Procurement Unit in time for the deadline specified in this ITB.
5. A public opening of bids will take place on the same day of closing date and time mentioned in paragraph 4 (a) above at UN-HABITAT Kabul. Bidders submitting offers are welcome to send their representative (1 for each bidding company) with proper authorization to observe the opening of bids received.
6. For queries on this ITB, you may wish to contact Mr. Nandana Ranatunga, Water Supply Consultant, Email: nandana.ranatunga@unhabitat-afg.org and Copy Mr. Tela Mohammad Email: tela.mohammad@yahoo.com or contact Mr. Ghows Amirian E mail: ghows.amirian@unhabitat-afg.org, copy Mr. Hasyim, E-mail: hasyim@unhabitat-afg.org in writing within five days(5) before closing date. Please notify the UN-HABITAT immediately if any part of this ITB is missing and/or illegible. Bidders are reminded that above e-mail addresses may be used only to send queries and acknowledgement letter requested in paragraph 7 below. *Bids must NOT be sent to these e-mails.*
7. You are kindly requested to return the attached Annex C — Acknowledgement Letter duly signed by an authorized representative to the UN-HABITAT via e-mail advising whether or not your company intends to submit a bid prior to the designated closing date for receipt of bids. Please indicate the reason if you do not intend to submit a bid at this time. Failure to return the completed acknowledgement letter may result in removal of your company from the roster of registered suppliers.
8. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex B - Instructions to Bidder attached to this ITB.
9. Please confirm via e-mail after you submit your offer.

Jan Turkstra
Country Representative/OiC
UN-HABITAT Afghanistan

Annex A

BID FORM

Procurement Unit,
UN-HABITAT
Kabul

Tender for

Contract Supply of Ductile Iron Valves, pipe adaptors, DI pipe fittings and Manhole covers Kandahar Water Supply Scheme
ITB No. UN/H/GDSP/KDR/KBL/2011/036

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the Information and Instructions to Tenderers and Terms and Conditions of Tender pertaining to the above Tender, along with Bills, do hereby undertake the contract for

Contract Supply of Ductile Iron Valves, pipe adaptors, DI pipe fittings and Manhole covers Kandahar Water Supply Scheme
UN/H/GDSP/KDR/KBL/2011/036

Referred to therein, in accordance with the aforesaid Instructions, Terms and Conditions for a total Tender price of US Dollars……..
……..(in words) US$……(in figure). [The make-up of the aforesaid total Tender Price is given in the accompanying Bill Quantities.]

I/We confirm that this offer shall be open for acceptance until……and that it will not be withdrawn or revoked prior to that date.

1. Duly completed Tender Documents.
2. Documentary evidence to establish eligibility of tender
3. Documentary evidence to establish that goods offered from an eligible source and origin.
4. Documentary evidence to establish eligibility of goods offered.
5 Documentary evidence to establish qualifications for the performance of the Contract.
6. Any other document.

I/We declare that the Photostat copies of documents and certificates submitted as part of the Tender are true copies of such documents and certificates.
I/We understand that UNHABITAT is not bound to accept the lowest tender and that UNHABITAT reserves the right to reject any or all tenders or to accept any part or a tender without assigning any reasons thereto.

My/Our Bank Reference is as follows:……

…….

Signature: ……

Name of Tenderer ……

Address: ……

Telephone Number: ……

EMail Address……

Date: ……

Company Stamp

Annex B

TERMS AND CONDITIONS TO BID

Outline of the water supply component of the project

Governance and Development Support Programme to Kandahar (GDSP-K) is a Canadian International Development Agency (CIDA) funded three year programme aimed at improving the livelihood and economic status of vulnerable citizen residing in Kandahar and Spinboldak Municipalities by 2010. The program has four components namely, Governance, Sustainability, Service Delivery and Urban Policy. Improving coverage, quality and reliability of drinking water supply, particularly in informal settlement area fall under "Service Delivery".

Quality and quantity of potable water for Kandahar has always been one of the main concerns of the Ministry of Urban Development, Governor of Kandahar, Kandahar Municipality and the citizens of Kandahar city. The estimated population of Kandahar municipality is around 700,000. About 100,000 people (16.67%) mainly in the formal settlement area are served by existing water supply system. People in the informal settlement area are either not served at all or are very poorly served by community managed water supply system. As the water table in the area is at greater depth drilling of tube well fitted with hand pump or small electric pump for household purpose is difficult and costly. Improved access to drinking water is a key target of MDGs and an Afghan Compact Benchmark.

Kandahar City relies on water pumped from the underlying aquifer for water supply. This resource offers the most economical and reliable source of water. However, prolonged drought conditions have resulted in a dramatic decline in aquifer water levels. This has brought into question the long term sustainability of the aquifer. Hydro-geological information is not available to determine critical parameters such as the safe level for water extraction and recharge potentials. Ensuring the health of the aquifer is of paramount importance. The recommended course of action focuses on assessing the status of the aquifer and measures required to damage from pollution. Kandahar City water supply system serves less than 20 percent of the population with water of questionable quality, for a maximum of 4 hours per day. The infrastructure dates back from mid 1970's, and is plagued with leakage. It functions at a fraction of its capacity due to a combination of operation and management shortfalls and lack of electricity.

The main objective of the project is

a) Increasing overall water production of existing wells.
b) Ensuring sufficient water quality at all production sites.
c) Increasing beneficiaries by rehabilitating and extending exiting networks.
d) Reforming present institutional set up for long term sustainability.

Scope of Tender

The contract scope mainly cover supply of Ductile Iron Sluice Valves diameters ranging from 50 mm- 300 mm, single orifice Air valves, Flange adaptors, couplings 50 mm- 300 mm, gaskets, nut and bolts, Ductile iron double flange bends 50mm- 300 mm and supply of Manhole covers.
These materials will be handed over to Afghanistan Urban Water Supply Sewerage Cooperation – Kandahar office (AUWSSC). An agreement of cooperation will be signed with AUWSSC to fixing these water supply accessories at Kandahar- Loyawara.

Eligible Tenderers

1) The companies who have sufficient experience of supply of water supply materials and implement similar project are eligible to apply.
2) Must have completed at least one project contract value not less than 100,000 USD within last three years
3) Average annual turnover during last 3 years must be not less than 100,000 USD.
4) Should be Registered company in Afghanistan (AISA registration)

Security

The contractors will be fully responsible for the security of their staff and UN-HABITAT accepts no liability regarding safety and security of contractor's staff and anyone hired by them.

Submission of bids

Bids must be submitted in the English language on the Requirement specified in this Invitation to Bid (ITB). Bidders must provide all requisite information under this ITB and clearly and concisely respond to all points set out in this ITB. However, unnecessarily elaborate brochures and other presentations beyond those sufficient to present complete and effective Bids, are not encouraged.

Technical Specification of Requirement

No changes, substitutions or other alterations to the technical specifications of requirement stipulated in this ITB document will be accepted unless approved in writing by the UN HABITAT.

Performance Bond

Within 5 business days of the signature of contract, the successful contractor, unless expressly waived by UN HABITAT, shall at its own cost and expense, furnish to UN HABITAT a Performance Bond in the form attached as Annex F, or a similar guarantee, such as a letter of credit, acceptable to UN HABITAT in a sum equal to [10%] Ten percent of the total contract price. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract.

Liquidated Damages

The Contract or Purchase Order concluded with the only successful contractor will provide that if the successful contractor fails to supply the specified goods/services within the lead time stipulated by his or her Bid, or within a period specified by a Purchase Order or a Contract, HABITAT shall, without prejudice to its other remedies under the Purchase Order or Contract, deduct from the Purchase Order or Contract price, as liquidated damages a sum equivalent to point five percent (0.5%) per week of delay calculated on the value of the Purchase Order or Contract until actual

delivery, up to a maximum deduction of ten percent (10%) of the value of the Purchase Order or Contract.

Bid Bond

UN HABITAT reserves the right to request Bidders to submit a Bid Bond in the form attached as Annex xx, at their own cost, or a similar guarantee, such us a certified check, acceptable to UN HABITAT , in a sum equal to [-] percent of the total proposed cost. The Bid Bond shall be valid for the same period as the Bid, plus ninety (90) days after the validity date of the bid. UN HABITAT reserves the right to extend the validity of the Bid Bond if the contractual instrument is not yet in place.

No Commitment

This ITB does not commit UN HABITAT to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by UN HABITAT . No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of UN HABITAT Procurement Service and by the selected bidder. This ITB does not commit UN HABITAT to consider any bid or to award a contract. If the bid is submitted on a “all or none” basis, it should clearly state so.

Evaluation Factors for Award include:

All bids will be evaluated in accordance with the provisions of the UN Financial Rules and Regulations and established procedures of the UN, as well as the requirements of this ITB. The following criteria will be considered in evaluating the bids:

a. Realistic Price; (lowest cost technically acceptable bid)
b. Technical compliance with the ITB technical specification and requirements (a. Agreement with terms and conditions of contract).
c. Number of years of experience on implementing similar projects;
d. Work schedule (Delivery time).
e. All good shall be brand new (reputed brand/product);
f. The bidder shall provide documentary evidence for the conformity to the specification/requirement in the document(s) in the form of literature/brochures and data and shall furnish a detailed description of the goods essential technical and performance characteristics including details as requested in this ITB.
g. List of major organization to which the company supplied during the last three years (client list).

While price is an important factor, it would not be the only primary consideration in evaluating responses to this ITB.

Mandatory Documents to be attached with Bid Proposal:

1. Company Bank statements for the last three (3) months.
2. Valid Business Registration Certificate from AISA
3. List of in-house staff assigned for this project
5. Acknowledgment letter (Annex C)
6. Bio-Data of key technical staff assigned to this project
7. Evidence of past performance (Annex D-1)

8. Financial data for qualification (Annex D-2)
9. Work Plan (Annex D-3)
10. Bid documents must be duly signed and stamped by authorized person
11. Cost breakdown as per ITB BoQ (no lump sum cost is acceptable)
12. Signed agreement for partnership/Joint Venture, if applicable.

Note: Failure to provide any of those above documents and does not meet the evaluation criteria result in invalid bids (therefore, will not be included for further evaluation).

Payment Terms.

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by UN HABITAT. The normal terms of payment by UN HABITAT are 30 (thirty) days (or similarly discounted payment terms if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by UN HABITAT and certification by UN HABITAT of the Contractor's invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

GSA Clause (for USA vendors only)

The UN is eligible under the United States Foreign Assistance Act of 1961 to receive full benefits under General Services Administration (GSA) Contracts. Accordingly, all bid must specify whether or not items quoted by the bidder are currently subject to GSA Federal Supply pricing and indicate the GSA Contract Number and Expiration Date, wherever applicable.

Validity of Bids

Bids shall remain open and valid for acceptance for a period of at least 90 days from the date of opening specified in this ITB.

Rejection of Bids and Split Awards

UN HABITAT reserves the right to reject any and all bids if they, inter alia:

i. are received after the deadline stipulated in the ITB;
ii. are not properly marked or addressed as required in the ITB;
iii. are delivered to another UN HABITAT office location than the one required in the ITB;
iv. are transmitted by facsimile unless specifically indicated in the ITB;
v. are unsolicited;
vi. contain an alternate bid; or
vii. are not otherwise in compliance with this ITB.

UN HABITAT also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

Withdrawal and Modification of Bids

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

Errors in Bids

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by UN HABITAT to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of error in the totaling of prices, the unit price will govern.

Public Opening

Public opening of bids will take place at the address and time specified in this ITB. Bidders may send one (1) representative with proper authorization to observe the opening of bids at the time and location specified in the ITB.

Confidentiality

This ITB or any part thereof, and all copies thereof must be returned to UN HABITAT upon request. It is understood that this ITB is confidential and proprietary to UN HABITAT, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UN HABITAT, except that bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this ITB.

Non-Disclosure Agreement

UN HABITAT may require bidders to execute a Non-Disclosure Agreement in the form of Annex G before being provided with some or all of the information included in the ITB.

Collusive Biding and other Anti-competitive Conduct

Bidders and their employees, officers, advisers, agents or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct, or any other similar conduct, in relation to:

a. the preparation or submission of Bids;
b. the clarification of Bids; and
c. the conduct and content of negotiations, including final contract negotiations,

in respect of this ITB or procurement process, or any other procurement process being conducted by UN HABITAT in respect of any of its requirements.

For the purposes of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to UN HABITAT, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

In addition to any other remedies available to it, UN HABITAT may, at its sole discretion, immediately reject any Bid submitted by a Bidder that, in UN HABITAT's sole opinion, has engaged in any collusive bidding, other anti-competitive conduct, or any other similar conduct with any other Bidder, person or entity in relation to the preparation or lodgment of Bids, whether in respect of this ITB or procurement process, or any other procurement process being conducted by UN HABITAT in respect of any of its Requirements.

Improper Assistance

Bids that, in the sole opinion of UN HABITAT, have been compiled:

a. with the assistance of current or former employees of UN HABITAT, or current or former contractors of UN HABITAT in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit;
b. with the utilization of confidential and/or internal UN HABITAT information not made available to the public;
c. in breach of an obligation of confidentiality to UN HABITAT; or
d. contrary to these terms and conditions for submission of a Bid,

shall be excluded from further consideration.

Use of former UN HABITAT employee in the preparation of Bids and process

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from UN HABITAT, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person:

a. at any time during the six months immediately preceding the date of issue of this ITB was an official, agent, servant or employee of, or otherwise engaged by, UN HABITAT;
b. at any time during the 12 months immediately preceding the date of issue of this ITB was an employee of UN HABITAT personally engaged, directly or indirectly, in the planning or performance of the requirement, project or activity to which the ITB relates; or
c. at any time, was an employee of UN HABITAT involved, directly or indirectly, in the preparation of this ITB including any earlier versions or the management of this procurement process.

Corrupt Practices

All UN HABITAT vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

Conflict of Interest

A Bidder must not, and must ensure that its employees, officers, advisers, agents or sub-contractors do not, place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of UN HABITAT and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any **UN HABITAT** contract a conflict of interest arises, or appears likely to arise, the Bidder must notify **UN HABITAT** immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of **UN HABITAT**, or cases in which any **UN HABITAT**, employee or person under contract with **UN HABITAT** may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder.

The Bidder must take such steps as **UN HABITAT** may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of **UN HABITAT**.

Vendor Registration

UN HABITAT vendors shall keep current the information required for them to be registered as a UN vendor via the UN Global Marketplace (UNGM) at www.ungm.org by means of electronic updates. UN vendors shall inform the UN immediately and in writing, setting out all relevant details, about any material change in the information provided to the UN in their vendor application, including, but not limited to, change of name due to merger, acquisition or otherwise; change of address; material claims against the vendor, or any litigation or arbitration in which the vendor is a party; any investigation or inquiry by any governmental regulatory, licensing or other authority into the conduct of the vendor or any officer or employee thereof that could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the UN any goods or services the subject of this ITB; criminal convictions of any employee, officer, adviser or agent of the vendor; civil judgments; the most recent financial statements or financial standing of the vendor including any filing for bankruptcy, or entry into receivership, by the vendor; abusive, unethical or unprofessional conduct of the vendor including corrupt practices and submission of false information; any assignment of assets by the vendor or other financial acts, and any acts of financial impropriety committed or suffered by the vendor; any of the aforementioned factors in relation to a holding, parent, subsidiary, or affiliated company of the vendor which could materially adversely affect the financial or other standing of the vendor, or the ability of the vendor to provide to the UN any goods or services the subject of this ITB. The submission, which may be in the form of a letter, fax or other electronic means, shall include all relevant documentation with regard to the changes. Upon receipt of such information, the UN will make an assessment and determine whether the changes require a re-evaluation of the vendor's status as a registered UN vendor. Vendors which fail to so inform the UN about such material changes or fail to submit their latest financial statements may risk suspension or removal from the UN vendor database.

Rights of UN HABITAT

If UN HABITAT determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, **UN HABITAT** reserves the right, at its sole option, to:

i.reject any bid or recommendation to award a contract to such vendor; and/or

ii.declare a company or firm or ineligible, either indefinitely or for a stated period of time, to become a **UN HABITAT reg**istered vendor; and/or

Iii.terminate any contract entered into with such vendor.

Contract

All firms responding to this ITB shall acknowledge in their Bid that the UN's General Conditions on Contract (Annex E) are acceptable. In addition, all firms responding to this ITB are required to acknowledge in their Bid, by submission of Annex B-1, that the above terms and conditions are acceptable. However, if any of the UN's General Conditions of Contract or any of the above terms and conditions is not acceptable, the Bidder is required to indicate in the Bid with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause.. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of the UN, in the evaluation of the Bid, including the comparative evaluation with other Bids.

Annex B-1
Declaration by Bidder and Disclosure Requirement

The undersigned represents to UN HABITAT as follows (check as appropriate)[1]:

1. Bidder accepts the Terms and Conditions in Annex B and agrees to do all acts required in Annex B.
2. Bidder also acknowledges that Bids may be partially awarded between different Bidders, in accordance with Annex B.
3. Bidder shall submit a performance bond as stated in Annex B if required in the ITB.
4. Bidder, if awarded a contract, may be liable for liquidated damages if provide for in this ITB or the contract.
5. Bidder is aware that UN HABITAT is not committed to award a contract, or to reimburse any costs incurred by the Bidder in connection with the ITB process as stated in Annex B.
6. Bidder is aware that neither the ITB, nor any of its annexes, including this Annex B-1, constitutes any agreement or contractual relationship between the UN HABITAT, or any of its entities, and the Bidder. Bidder acknowledges that the sole purpose of the ITB and its annexes is to enable vendors to submit a Bid; Bidder will not regard or seek to rely upon the ITB or any of its annexes as an offer on the part of UN HABITAT capable of acceptance by the Bidder.
7. Bidder acknowledges that Bids are evaluated according to the UN Financial Regulations and Rules.
8. Bidder is familiar with and accepts the payment terms in Annex B.
9. In the event the Bidder is a U.S. entity, Bidder will indicate in its Proposal whether or not the prices specified therein are currently subject to GSA Federa Supply pricing and state the GSA Contract Number and Expiration Date.
10. Bidder‘s Bid will be valid for the period stipulated in Annex B.
11. Bidder is familiar with and accepts the UN’s conditions for the withdrawal and modification of Bids and the UN’s rules governing errors in Bids and publi opening of Bids.
12. Bidder accepts the Confidentiality terms stated in Annex B; and is aware that in the event the UN requires Bidders to execute a non-disclosure agreement, as stated in Annex B, and Bidder refuses to sign, Bidder will not be invited to participate further in the ITB.
13. Bidder accepts the Collusive Bidding and other Anti-competitive Conduct terms stated in Annex B and represents that the Bid has been compiled without the improper assistance of employees or former employees of UN HABITAT, in accordance with Annex B.

14. Bidder has not, and is not, engaged in any corrupt practices.
15. Bidder is not aware of any existing or potential conflict of interest as specified in Annex B. If during the procurement process a conflict of interest arises, or appears likely to arise, Bidder will notify UN HABITAT immediately in accordance with Annex B.

16. Bidder agrees to immediately update its vendor profile in UNGM (www.ungm.org) with new information in accordance with Annex B.
17. Bidder acknowledges that any costs it may incur in connection with the submission of a Bid to UN HABITAT are at the sole expense of the Bidder.
18. Bidder shall promptly inform UN HABITAT in writing of any bid submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the Bidder in response to this ITB of which it is aware, or ought reasonably to be aware.
19. Bidder shall submit a bid bond as stated in Annex B if required in the ITB/RFP.

REGISTERED OFFICE OR OTHER ADDRESS OF BIDDER:

POSTAL ADDRESS:

TELEPHONE NUMBERS:

E-mail:

Signature of authorized official of Bidder or person otherwise authorized to sign the bid on behalf of the Bidder

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:

ANNEX C

ACKNOWLEDGEMENT LETTER

Dear Sir,

Subject: **Contract Supply of Ductile Iron Valves, pipe adaptors, DI pipe fittings and Manhole covers Kandahar Water Supply Scheme**
UN/H/GDSP/KDR/KBL/2011/036

We, the undersigned, acknowledge receipt of your Invitation to Bid (ITB) No

UN/H/GDSP/KDR/KBL/2011/036 dated 14.12.2011 and hereby confirm that we:

[ ] INTEND [ ] DO NOT INTEND

to submit a bid to the UN HABITAT by the deadline date of **04 January 2012, at 9.00 AM HRS** and that we:

[ ] INTEND [ ] DO NOT INTEND

to send one (1) authorized representative to observe the public opening procedure.

We acknowledge that this ITB is confidential and proprietary to the UN HABITAT, and contains privileged information. Upon request, we will return this ITB or any part thereof, and all copies thereof, to the Aceh Sanitation Assessment & Assistance Project of UN HABITAT.

Name & Title of Authorized: _____
Representative: _____
Signature: _____
Company Name and Address : _____
Telephone No.: _____Facsimile No.: _____

IMPORTANT: In order for your company to remain as a registered vendor, you must return a completed copy of this acknowledgement letter by fax even if you do not intend to submit a bid at this time.
Failure to submit a completed copy of this acknowledgement letter for three consecutive times will be understood to mean that you no longer wish to receive such invitations and you will be suspended from the roster automatically.

If you do not intend to submit a bid to the UN HABITAT, please indicate the reason:

[ ] We do not have the capacity to submit a bid at this time.
[ ] We cannot meet the technical requirement for this ITB.
[ ] We do not think we can make a competitive offer at this time.
[ ] Others: (Please specify_____)

Kindly return this acknowledgement immediately via E-mail: ghows.amirian@unhabitat-afg.org

Procurement Service

UN HABITAT
Attention: **Bid Opening Official**

NOTE: Due to the current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure.

Annex D

CONDITIONS OF CONTRACT

COMPLETION

Time of Completion

The Works shall be completed and shall have passed specified tests on completion within the stated time of completion.

Extension on Time of Completion

The Contractor may claim an extension on the Time of Completion if the works got delayed in completing due to one of the following causes:

(a) Physical obstructions or conditions which could not reasonably have been foreseen by the Contractor.

(b) Engineer's instructions, otherwise than by reason of the Contractor's default.

(c) The failure of the client to fulfill any of his obligations under the Contract.

Delay in Completion

If the Contractor fails to complete the Works within the stated time of completion, the client shall be entitled to a reduction in the Contract Price unless it can be reasonably concluded from the circumstance that the client will suffer no loss.
The client shall within a reasonable time give the Contractor notice of his intention to claim a reduction.

The reduction shall be the percentage per day stated in the Contract Data of that part of the Contract Price which is attributable to such part of the Works as cannot in consequence of the failure be put to the intended use. The reduction shall be computed for each day between the Time for Completion and the actual date of completion.
The reduction shall in no case exceed the maximum percentage of the Contract Price of such part stated in the Contract Data.

Annex D1

QUALIFYING REQUIREMENTS CONTRACT DATA

Qualifying Requirements

DETAILS OF SIMILAR WORKS COMPLETED (AND ON-GOING) DURING THE LAST THREE YEARS- completed and ongoing

Name & Address of Employer	Name & Details of Contract	Main or Sub Contractor	Value of Contract	Period of Contract. Specify the years From: To:	Remarks (Completed/ ongoing etc.	Value of Work remained in-completed

Annex D-2

FINANCIAL DATA FOR QUALIFICATION

Company Name/Name of joint Venture:
Partner:……...……

Business:…….

Address:……..

Summary of assets and liabilities on the basis of bank statements for the last three financial years

Assets and Liabilities	Year 2008	Year 2009	Year 2010
1. Fixed Assets			
2. Current Assets			
3. Total Assets (1 + 2)			
4. Current Liabilities			
5. Long Term Liabilities			
6. Total Liabilities (4 + 5)			
7. Working Capital (3 + 6)			

1. Name/Address of Bank:
……
……
……

Annex D-3

BASIC PROGRAMME OF WORK

(Contractors may submit their own Programme)

Description of works	Month 1				Month 2				Month 3			
	1	2	3	4	1	2	3	4	1	2	3	4
Supply of pipes and fittings												
Supply of valves												
Supply of Adaptors												
Supply of DI pipe fittings												
Supply of Man hole covers												
Final report & completion of supply												

SCHEDULE OF PARTICULARS

Important

Bidder has to submit separate sheets (each item) i.e DI sluice Valves / Air valves/ Flange adapters/ couplings/DI fittings/ Manhole covers

1.0 Sluice valves

1.1 Country of Manufacture:

1.2 Manufacturer's Address and Date of Manufacture:

Address

Date of Manufacture

1.3 Port of Shipment :

1.4 Standards to which Valves conform:

1.5 Is Certificate of relevant standards Institution provided :

1.6 Nominal sizes and pressure ratings:

1.7 Make of compression fittings, Gaskets/ rubber rings, inserts, clamps

Make/material	**Date of Manufacture**	
Body of Compression fittings	……	……..
Inserts	……	……..
Rubber ring/Gasket	……..	……..

1.8 Port of shipment :

1.9 Packing and protection in transit :

1.10 Reference of the catalogues, technical literature, drawing provided with the tender:

1.11 Whether ISO 9001/9002 quality assurance certificate is available: if available please attach

Annex D-4

CONTRACT DATA

1.1 Commencement The date for commencement of the Woks is the date of Signing the Contract

1.2 The Client The Client is the UNHABITAT- Afghanistan

1.3 The Engineer The Engineer is the Person Appointed by UN-HABITAT

1.4 Time for Completion The time for completion is **Three (03) months.**

1.5 Ruling language The version in English Language (ruling language) shall prevail

1.6 Day to Day Communications

The language for day to day communications is English.

1.7 Programme to be Furnished

The programme of work must be submitted in the form of a Bar chart.

1.8 Delay in Completion

Failure to meet the Time for Completion as given in the agreed Delivery Schedule (Work Programme) entitles the client to

Contractors Interim Bills, in US Dollars, shall be paid directly to the Contractor by the Client.

(i) Retention money to a value of 10% is retained out of certified Bill

(ii) Final payment including Retention Money will be made after 90 days submission of final report

1.9 Labour, Materials and Transport

The Contract Price shall not be adjusted for changes in the cost of labour, machinery, materials, transport or other costs of execution of the Works.

1.10 Notices to Employer

The address of the Client for notices is:

Water Supply Consultant UNHABITAT
House # 431, Street # 7,
Taimani, Kabul

The address of the site Engineer for notices is:

Project Manager
GDSP-Kandahar Project
UN-HABITAT Kandahar Provincial Office
Attention:
Tela Mohammad, Logistic Assistant

UN-HABITAT, Kandahar Afghanistan
Email: tela.mohammad@yahoo.com

4.5.17 Application Law The application law is that in force in the Islamic Republic of Afghanistan

Annex E

Bill of Quantities

GENERAL NOTES ON BoQ

Following provisions shall be deemed to be included in the rates for all the Items.

General

i The Bill of Quantities should be read in conjunction with the specification of works, preambles, Conditions of Contract and the Contract drawings.

ii All Items in the Bill of Quantities should be priced and rated whether quantities are stated or not. Items against which no prices or rates are entered will be considered as

covered by other prices or rates in the Bill. All prices or rates must be firm.

iii The Contractor is deemed to have visited and inspected the Site and surroundings, before tendering.

Materials,

Goods and all costs in connection therewith (eg:- conveyance, delivery, unloading, storing, returning, packing, handling, hoisting lowering).

1. Duties Taxes and other levies arising from the performance of the Contract.
2. Establishment charges overhead charges and profit.
3. Fitting and fixing all materials and goods in position
4. Labour and all cost in connection therewith
5. Square cutting.
6. Use of plant when necessary.
7. Waste of materials.

Plant and Equipment

- Provide for all plant necessary for proper execution of work:-
- Mechanical plant and vehicles
- Non mechanical equipment

United Nationas Human Settlement Programme-Afghanistan
Governance and Development Support Programme -Kandahar (GDSP-K)
Supply of Ductile Iron Valves, pipe adaptors, DI pipe fittings and Manhole covers for Kandahar Water supply scheme.

BILL OF QUANTITIES

Bill # 01 PRELIMINARIES

Item	Description of Works	Unit	Qty	Rate ($)	Amount ($)
1.0	All ow for Transportation of materials to Kandahar UN-HABITAT office.	Item	allow	allow	
	Total Bill 01 Carried to Summary				

Bill # 2 - Supply of PN-16 Ductile Iron Double flange Valves

Item	Description of Works	Unit	Qty	Rate ($)	Amount ($)
	Supply of following goods as pre the specifications provided in page no …. To …. in the document.				
	All Valves to be Double Flange PN-16 Pressure class including gaskets.				
2.1	supply of 300 mm DI sluice Valve	Nos	8		
2.2	supply of 200 mm DI sluice Valve	Nos	8		
2.3	supply of 150 mm DI sluice Valve	Nos	8		
2.4	supply of 100 mm DI sluice Valve	Nos	12		
2.5	supply of 80 mm DI sluice Valve	Nos	20		
2.6	supply of 50 mm DI sluice Valve	Nos	30		
	Supply of Fire Hydrant Valves as per the specifications in page …. To … in the document.				
2.7	Supply of fire hydrant with riser pipe and 63 mm dia delivery Spring force closer or pillar ball type valve.	Nos	2		
	Supply of Air Valves				
2.8	Supply of single orifice Air Valves 25 mm size with Isolation valve.	Nos	10		
	Total of Bill 02 Carried to Summary				

Bill # 03 Supply of PN-10-Flange Adaptors and couplings

Item	Description of Works	Unit	Qty	Rate ($)	Amount ($)
3	**<u>Supply of PN-10 Flamge adopters and couplings as per the specifications provieded in page ….</u>**				
3.1	Supply of Flange Adaptor to suit 300 mm valves and 315 mm HDPE pipes	Nos	20		
3.2	Supply of Flange adaptors to suit 250 mm valves and 280 mm HDPE pipes	Nos	4		
3.3	Supply of Flange adaptors to suit 200 mm valves and 225 mm HDPE pipes	Nos	10		
3.4	Supply of Flange Adaptors to suit 150 mm valves and 160 mm HDPE pipes	Nos	16		
3.7	Supply of Flange Adaptors to suit 100 mm valves and 110 mm HDPE pipes	Nos	20		
3.8	Supply of Flange Adaptors to suit 80 mm valves and 90 mm HDPE pipes	Nos	30		
3.9	Supply of Flange Adaptors to suit 50 mm valves and 63 mm HDPE pipes	Nos	60		
3.10	Supply of step couplings- 300 mm (to suit 315 mm HDPE pipes)	Nos	20		
3.11	Supply of step couplings 250 mm (to suit 280 mm HDPE pipes)	Nos	4		
3.12	Supply of step couplings 200 mm (to suit 225 mm HDPE pipes)	Nos	10		
3.13	Supply of step couplings 150 mm (to suit 160 mm HDPE pipes)	Nos	16		
3.14	Supply of step couplings 100 mm (to suit 110 mm HDPE pipes)	Nos	16		
3.15	Supply of step couplings 80 mm (to suit 90 mm HDPE pipes)	Nos	18		

3.16	Supply of step couplings 50 mm (to suit 63 mm HDPE pipes)	Nos	40		
	- TOTAL Bill No. 3:				

- - - - -

Supply of Manhole Covers and Frames
Bill # 04

Item	Description of Works	Unit	Qty	Rate ($)	Amount ($)
4	**Manhole covers and frames shall be of class D as per BS EN 124: 1994 unless otherwise stated. They shall be made from Ductile Iron. The covers shall be non-ventilating non rock, black bitumen coated. The keyways shall be closed and the couplings bolts, etc. shall be galvanized.** **Class D covers and frames shall be to reference D 400 having 600 mm diameter clear opening**				
4.1	supply of 600 mm diameter clear opening Man hole covers	Nos	20		
	TOTAL				

Item	Description of works	Unit	Qty	Rate ($)	Amount ($)
5	**Supply of PN -16 Ductile iron pipe fittions as per the specifications provided**				
5.1	Supply of Double flange 300 mm DI 90 deg bend	Nos	10		
5.2	Supply of Double flange 300 mm DI 45 deg bend	Nos	6		
5.3	Supply of Double flange 200 mm DI 90 deg bend	Nos	10		
5.4	Supply of Double flange 200 mm DI 45 deg bend	Nos	4		
5.5	Supply of Double flange 150 mm DI 90 deg bend	Nos	12		
5.6	Supply of Double flange 150 mm DI 45 deg bend	Nos	6		
5.7	Supply of Double flange 100 mm DI 90 deg bend	Nos	14		
5.8	Supply of Double flange 100 mm DI 45 deg bend	Nos	4		
	Total of Bill no 05 Carried to Summary				

United Nationas Human Settlement Programme-Afghanistan
Governance and Development Support Programme -Kandahar
(GDSP-K)
Supply of Ductile Iron Valves, pipe adaptors, DI pipe fittings and Manhole covers for Kandahar Water supply scheme.

BILL SUMMARY

Item	Description of Works	Amount ($)
1.0	BILL # 01 PRELIMINARIES	
2.0	BILL # 02 SUPPLY OF VALVES	
3.0	BILL # 03 SUPPLY OF FLANDE ADAPTORS AND COUPLINGS	
4.0	BILL # 04 SUPPLY OF MAH HOLE FRAMES AND COVERS	
5.0	BILL # 05 SUPPLY OF DUCTILE BENDS	
	Sub Total	
	Discounts (If any)	
	Grand Total	

Amount in words:
USD_____

Contractor's
Name

Signature……...

Company seal

Annex E-1

SPECIFICATION

SECTION A

VALVES, HYDRANTS, SURFACE BOXES AND MANHOLE COVERS

1 **Scope**

This section covers the requirements for the supply of valves, hydrants, surface boxes and manhole covers.
Accessories associated with the valves are also specified.

2 Definitions

The definitions given in the relevant standards which are referred to in the specification, shall apply for the terms used in this specification.

3 Reference Standards

The following standards are referred to in this section;

BS 729 : 1971 (1994) Hot dip galvanized coatings on iron and steel articles.
BS 1400 : 1985 Copper alloy ingots and copper alloy and high conductivity copper castings
BS 4504 : Part III: Section 3.1: 1989 Flanges and bolting for Pipes, valves and fittings. Metric Series - Ferrous
BS 5150 : 1990 Cast iron wedge and double disk gate valves for general purposes
BS 5153 : 1991 Cast iron check valves for general purposes
BS EN 1563:1997 Specification for Spheroidal graphite cast iron.
BS 5155:1984 Butterfly valves.
BS 5163 : 1986 Predominantly Key-operated cast iron gate valves for waterworks purposes.
BS 750 : 1984 Underground fire hydrants and surface box frames and covers
BS 3100 : 1991 Steel castings for general engineering purposes
BS 5834 :Part 2: 1983(1993) Specifications for small Surface boxes.
BS EN 124 : 1994 Gully tops and manhole tops for vehicular and pedestrian areas. Design requirements, type testing, marking quality control.
AWWA C 502-80 Dry Barrel Fire Hydrants

BS1212;Part 2:1990 Diaphragm type float operated valves (copper alloy body) (excluding floats)
BS 1212;Part 2:1990 Diaphragm type float operated valves(plastic bodied) for cold water services only (excluding floats)

Note: The year within brackets gives the year of amendments made.

4. Records and Drawings for Materials to be Supplied

The following records and drawings of all types of valves shall be made available by the supplier for inspection.

- Drawings showing overall dimensions, valve construction and settings
- Data related to pressure ratings, weights and materials of manufacture (each component)
- Test certificates of works tests

In addition to above the followings shall also be submitted.
Performance data of air valves

Seating designs and the seating materials of butterfly valves

5. Materials of Manufacture

All materials of manufacture shall be suitable for use with water at temperatures up to 45 deg. C. Valve body casting shall be ductile iron complying with BS EN 1563:1997 for diameters above DN 150, while CI valve body casting is acceptable for below DN 150 and shall be capable of withstanding the test pressures specified. The castings shall be close grained, sound, smooth and symmetrical, and shall be carefully cleaned and dressed off. No stopping or plugging will be permitted in the case of air holes appearing in the castings.
Unless otherwise specified, all standard valves shall be flanged type where flanges shall be of PN 16 and complying with BS 4504:Part 3: section 3.1: 1989.

The direction of closing of valves shall be “clockwise” and hand wheels shall be permanently marked with the words "open" and "closed" and a direction arrow.
All materials shall comply with the appropriate British Standards or equivalent. All castings shall be free of blowholes and other defects.

Sluice valves and butterfly valves shall be suitable for flow in either direction.
All standard valves shall be suitable for frequent operation and for infrequent operation after long periods in the open or closed condition.
All non-metallic materials to be provided shall be listed in the current "Water Fittings and Materials Directory" published by the Water Research Centre, UK, or approved equivalent publication, as having passed full tests of effect on water quality under the requirements for the testing of non-metallic materials for use in contact with potable water.

The Engineer shall have the right to reject any casting, forging, bearing etc and the contractor shall replace any such defective parts at his own expens

6. Painting

The external and internal surfaces except mating surfaces of all valves shall be treated with a bitumen solution at the place of manufacture. Threaded and exposed machined surfaces liable to rusting shall be adequately protected in accordance with BS 5163:1986.

7. Sluice Valves

The sluice valves shall comply with the BS 5163:1986 for diameters up to and including 600 mm and BS 5150:1990 for diameters above 600 mm and shall be of PN 16 pressure rating, for potable water applications.
Sluice valves shall be standard inside screw, wedge gate valves with resilient seating for diameter from DN 50- DN 300 inclusive and metal to metal seating from diameter above DN 300. The valve body shall be ductile iron complying with BS EN 1563; 1997 and shall have stainless steel stems, machined bronze or gunmetal mating faces securely fixed to the ductile iron body, stuffing box and gland type or approved type stem seal, EPDM/ SBR seals at joints between castings.
All Tee-Key operated valves shall be provided with valve cap as per BS 5163:1986.
By pass arrangement shall be provided for valves of DN 300 and above.
Directions of closure of the valves shall be ‘clockwise”. In case of hand wheel operated valves, the hand wheels shall be indelibly marked with words “open” and “close” with direction arrows.

The maximum differential pressure in operation for valves shall be as given in items description of the valves in the BOQ or as given in the drawings. Where necessary valves shall be provided with gearing to achieve the designed manual operation of valves where it should be assumed that the maximum torque exerted by one man is 130 Nm.
Valve spindles shall be of the internal non rising type. Hand wheels shall be made of cast iron and shall have arrows and words ‘open’ and ‘close’ cast on to indicate direction of rotation for opening and closing the valve.

All sluice valves shall be subjected to all type testing in accordance with BS 5163:1986 including 'open ended' works test of which the test certificates issued by the manufacturer to this effect, shall be submitted.

8. Butterfly Valves

Standard butterfly valves shall conform to BS 5155:1984 for PN 16 (i.e. 16 bar) pressure rating.
Except where otherwise specified, all butterfly valves shall be resilient seated and shall give tight closure against unbalanced water pressure in either direction. The unbalanced water pressure shall be the design pressure rating of the valve.
The valve body shall be ductile iron complying with BS EN 1563:1997 and shall be designed to withstand the maximum working pressure specified and the maximum differential pressure of 0.6 mpa.
The manufacturer's preferred direction of flow for the valve shall be clearly marked on it.
The valve seat shall be replaceable and be formed of EPDM/SBR or other approved resilient material. Seats shall be of a design that permits removal and replacements at the site of installation. The valve seat shall be securely clamped into a machined groove in the valve body or to the edge of the disc by seat retention members or other equivalent retention device, in such a manner as to prevent leakage of water under the seats and to hold the seat securely in position during opening and closing of the valve disc. The seat retention members shall be of stainless steel and shall be securely fastened to the body or disc with stainless steel fasteners.

The valve disc shall be made of ductile iron. Disc edges shall be machined with rounded corners and shall be polished to a smooth finish. The valve disc shall rotate through an angle of 90 degrees from the fully opened to the fully closed position and the seat shall be of such design as to allow the valve disc to seat at an angle normal to the axis of the pipe when the disc is in the fully closed position. Adjustable mechanical stops shall be provided in the valve body to prevent over-travel of the valve disc in both the open and closed positions. These stops shall be capable of absorbing full operating torque with a minimum design safety factor of five.
The shaft and nuts and bolts shall be fabricated of stainless steel complying with relevant provisions of BS 970. The shaft and disc fixing shall be capable of absorbing the full operating torque with a minimum design safety factor of five. Shaft seals, when used, shall be EPDM/SBR rubber O-ring type. Packing shall be either rubber O-ring or self-adjusting chevron type.
When all the seat retention members are in place, the finished edges shall fit closely and the surface shall be smooth with all fastenings set flush in the water passage so as to offer the least resistance possible to the flow of water through the valve.

Valve seats which extend over the face of the flanges to secure the seat in place, or which require surface grinding and/or hand fitting of the disc; or designs which require the adjoining pipe flange to retain the seat in place and resist line pressure, shall not be supplied.

Operating gear for butterfly valves shall be of the fully enclosed type. Valves shall be suitable for operation by one man at all pressure conditions that can apply. A valve position indicator shall be provided for butterfly valves in chambers. Where a hand wheel is used for operating such a valve, the indicator shall be clearly visible from the hand wheel operating position. Where a containing chamber is not shown, butterfly valves shall be specially adapted for buried use. Inline valves shall be operated by means of a hand wheel or tee key and be provided with gearing to prevent rapid closure of the valve. Gear ratios shall be at least 20:1. The valve bodies shall be protected by a bitumen coating and the valve discs by a Nylon Coating or similar.

All butterfly valves shall be tested at the manufacturer's works in accordance with BS 5155 : 1984 and under 'open-end' conditions. The seat test shall be for tight closure under maximum unbalanced water test pressure in either direction. The maximum permissible leakage for each valve shall be 0.05 liter per hour per 100 mm nominal diameter of the valve.

The word “CLOSE” or its abbreviation and the arrow mark indicating the direction of rotation to close the valve shall also be cast on the cover of the body.

9. Air Valves

Standard air valves shall be designed so that the floats seat against orifices without leakage at all pressures between 0.1 bar and the maximum field test pressure. The design for the floats and seats shall be such that the risk of adhesion is a minimum and shall be of a type proved by experience to be suitable for the duties required. All valves shall be suitable for operation under working pressures ranging from a maximum of 16 bar to a minimum of -0.5 bar. Valves shall be so designed that the floats cannot be held or blown shut against the orifices by air pressure or turbulence due to escaping air.

Standard air valves shall have a minimum pressure rating of 16 bar and in all cases shall be supplied with PN 16 (i.e. 16 bar) flanges, complying with BS 4504 :Part III : Section 3.1: 1989

9.1 Single Orifice Type

Small orifice air valves shall have an orifice diameter of not less than 1.5 mm and shall be designed for automatically releasing air accumulated in pipelines during normal working conditions so as to prevent accumulations of air interfering with pipeline capacity. Small orifice air valves shall be provided with an isolating cock.

Large orifice air valves shall be required to release or admit air while the pipeline is being filled or emptied and also to perform surge control functions. They shall be capable of passing air out of the pipeline under a differential pressure of 0.5 bar, and into the pipeline at a differential pressure of 0.2 bar at rates dependent on the main pipeline diameter as given below ;

Pipe diameter mm	Minimum air outflow (m^3/minute)	Minimum air inflow (m^3/minute)
Up to 400	35	15
400 to 600	50	30
600 to 900	100	60

Large Orifice air valves shall be provided with separate isolating valve.

9.2 Double Orifice Type

Double orifice valves shall comprise one large orifice air valve and one small orifice air valve integrated into a single unit assembly and having a single pipeline connection.
Double orifice air valves shall be provided with a separate isolating valve. Isolating valves must be so arranged that they can be closed from the ground surface above, with a Tee - Key even when the air valve chamber is flooded. Where required, a short length of double flanged pipe could be supplied to increase the height above the main to suit the operational requirements depending on the depth of installation of Air valve. Air valves shall be insect proof at the outlet vents leading to the atmosphere.
Tests shall be carried out on all types of air valves, as specified below and the contractor shall submit the manufacturer's certificates certifying that such tests have been conducted satisfactorily.

(a) Body Strength Test

Each complete valve shall be water tested for strength using a test pressure 1.5 times the pressure rating of the valve. No damage or permanent deformation of the valve body, ball or seat shall occur and there shall be no leakage through the metal or any joints of the body.

(b) Leakage Test

Each complete valve shall be water tested at all pressures between 0.1 bar and the maximum field test pressure for the valve and the seat shall be droptight throughout this range of pressure.

(c) Performance Tests

One valve of each size shall be tested as follows;

Air shall be introduced under the flange at the minimum outflow rate specified above for the size of valve being tested. The pressure difference required to maintain this flow shall not be more than 0.5 bar.

(ii) Air shall be exhausted from beneath the flange at the minimum inflow rate specified above for the size of valve being tested. The pressure difference required to maintain this flow shall not exceed 0.2 bar.

All air valves shall be coated to the same specification as given for sluice valves.

10. Check Valves

Unless otherwise specified, check valves shall be swing type conforming to BS 5153 : 1991 with a pressure rating of PN 16 (i.e. 16 bar). The valve body shall be of ductile iron complying with BS EN 1563 : 1997 and having smooth operating stainless steel hinge pins with gun metal bushes, EPDM/SBR encapsulated discs. They shall possess high speed closing characteristics with minimum shock on closing. All valves shall be tested to BS 5153 and the test certificates issued by the manufacturer shall be submitted. All check valves shall be coated to the same specification as given for sluice valves. The flange drilling shall comply with BS 4504.

11 Pressure Reducing Valves

Pressure reducing valves shall be designed to reduce a constant or variable inlet pressure to a predetermined constant outlet pressure, at flows varying from the maximum capacity of the valve to zero flow.
The valve operation shall be achieved by the inter-action of the inlet pressure, outlet pressure and an intermediate pressure which is produced by a pilot valve or relay system acting on the upper side of the main valve. Other equally effective and reliable systems may be accepted by the Engineer.
The pilot valve or relay system shall be actuated by a diaphragm connected to the outlet pressure on its underside and a constant pressure on its upper side derived either from weights or from a spring. The weights or spring shall be capable of an adjustment. A gauge indicating downstream pressure shall be incorporated.
Nominal pressure rating shall be 16 bars, unless otherwise stated.
Body ends shall be flanged and drilled to BS 4504 Part III : Section 3.1: 1989 with a pressure rating of PN 16. Materials for construction of the valve shall be non-corrodible, hard wearing and suitable for use with potable water. Gunmetal, aluminum bronze and stainless steel may be used for internal components.

12 Flange Joints for Pipes and Pipeline Fittings.

Flanges for pipes and pipeline fittings shall unless otherwise stated comply with BS 4504: section 3.1: 1989 and BSEN 1092: Part 2: 1997. Flanges shall be of PN16 nominal pressure rating and shall be raised faced, unless otherwise stated.

Flanges in accordance with BSEN 545 and ISO 2531 are dimensionally compatible with BS 4504: Section 3.1.

Flanged joints shall be complete with all nuts, bolts, gaskets and two washers per bolt.

The flanges of all fittings shall be integrally cast. The flanges of flanged pipes shall either be integrally cast or screwed or factory welded unless otherwise stated. ‘Factory welded’ means that the flanges are welded to the pipes at the point of manufacture under factory conditions with inspection agency certification.

Contractor shall be responsible for checking and ensuring that mating flanges are compatible in all cases, including where connections are required to pipe work and valves associated with pumping plant and inlet/outlet pipe work at service reservoirs or other structures.

13 Steel Flange Converter

Steel Flange Converter shall be made out of polyethylene and shall be conform to the WIS 4-24-01 specification for mechanical fittings and joints including flanges for polyethylene pipes for conveyance of cold portable water for the size range 90-1000 inclusive made of metal or plastics or a combination of both.

14 Gaskets for Flanged Joints

Gaskets for flanged pipe joints shall be of the inside bolt circle type and the dimensions shall comply with BS 4865: Part 1.

The physical properties of gaskets shall comply with Table 3 of BS 2494: 1990.

Gaskets shall also comply with the relevant provisions in BS 2494 for effects on water quality and resistance to microbiological deterioration.

The Gasket material shall be EPDM/SBR and shall be of average hardness of 76-84.

The Gaskets shall be supplied by the manufacturer and shall suit for PN 16 flanges unless otherwise stated.

Each gasket shall be marked clearly and durably in accordance with the following information in a manner that does not interfere with the sealing function of the gasket, in complying with clause 3.9 of BS 2494: 1990.

a). The nominal size

b). Manufacturers identification

c). The number of the BS or BSEN with seal type designation.

d). Abbreviation for the elastomer

15 Nuts, Bolts and Washers

The nuts, bolts and washers for flanged joints shall be of high tensile steel and shall comply with BS4395: Part 1 and 2: 1969.

The bolting shall comply with the relevant provisions of BS 4504: Section 3.1:1989.

The Bolt lengths shall be sufficient to ensure that nuts are full threaded when tightened in their final position with two threads showing.

Two washers per each bolt shall be supplied for providing under the head of the bolt and under the nut.

16 Coating

All steel flanges shall be protected against corrosion. The protection shall comprise a coating of metallic zinc or zinc rich. Paint complying with ISO 8179:1985 followed by two coats of bituminous based black paint complying with BS 3416. Type II or an approved coat of epoxy.

shall apply under factory conditions in complying with BSEN 545:1995 or ISO 4179:1985/!SO 6600:1980.

17 Tolerances

Tolerances on wall thickness & weight, and length shall be in accordance with BS IS 11922 - 1: 1997 or DIN 8074 1999 or ISO 4427

The tolerances on flange thickness and flange diameter shall be in accordance with BS4504: section 3.1:1989.

Tolerances on flange thickness, flange diameter and bolt holes in Steel flange converters to be used of connecting different type of material shall conform to BS 4504:1989.

18 Mechanical Couplings, Repair clamps and Flange Adaptors

All mechanical couplings, repair clamps and flange adaptors shall comply with ISO 9001:2000 quality Management system requirement . Quality Management system certificate should be from an organisation accredited to issue such certificate. Documentary evidence regarding accredition together with the scope of certification should be provided. This certificate shall indicate the location of the factory.
Mechanical couplings and repair clamps shall comply with WIS 4-21-02 or equivalent and shall be PN 16 pressure rated unless otherwise stated.
All these fittings shall be protected against corrosions by the application of Polymeric anti-corrosion coatings in accordance with WIS 4-52-01 Class B. (both internal and external) with the coating thickness of not less than 250 microns. Engineer's approval shall be obtained for any other type of coating, prior to order.
The mechanical couplings and repair clamps shall be designed for a safe allowable angular deflection of 6° without leakage while it shall be 3° for flange adaptors.
All fastners of couplings, clamps and adaptors shall be electroplated to BS EN 12329 : 2000 grade Zn 10 or equivalent followed by a suitable primer and then with Polymeric anti-corrosion coatings in accordance with WIS 4-52-01 Class B. to a thickness of 60 – 120 microns.
Gaskets and rubber rings shall be of EPDM/SBR and the physical properties shall comply with table 2 of BSEN 681-1:1996. Gaskets shall be of the inside bolt circle type and the dimensions shall comply with BSEN 1514 – Part 1 : 1997. The hardness range for Gaskets is 76-84 IRHD.
Prior to the commencement of the manufacture the Contractor shall submit to the Engineer, for approval, detailed drawings of all mechanical couplings repair clamps and flange adapters.

19 Hydrants

(a) Screw down Type

Screw down fire hydrants shall conform to BS 750 : 2006 (type 2) with “captive” internal valve. The hydrant body material shall be ductile iron which complies with BS EN 1563 : 1997.

The inlet flange shall be of PN 16 complying with BS 4504 and shall be faced and drilled to table ‘E’ of BS 10. The outlet piece shall be Gunmetal complying with BS EN 1982:2008 Grade LG 2 and shall be of round threaded conforming to BS 750 : 2006.

The hydrant body shall be capable of withstanding a pressure of 24 bar and the valve and seat pressure of 16 bar. The test certificates of body and seating tests shall be submitted.

The outlet cap shall be of polypropylene or equivalent, without threads and shall be securely attached.

The direction of closing of hydrant valve shall be clockwise.

(b) Dry - Barrel Type

Dry-Barrel type Fire Hydrants shall comply with AWWA C 502-80 standards or an equivalent with the following requirements ;

i. Buried length shall be 4.5 feet. (1.35m)

ii. Number of hose and pumper outlet nozzles shall be two.

iii. 2.5 inches (63.5 mm) nominal inside diameter two number outlet nozzles shall be provided with round threads to BS 750:2006 .

iv. Size of hydrant shall be 4 inches (100 mm).

v. Inlet connection shall be 6 inches (150 mm) in diameter flange type (side inlet). Suitable Double Flanged Ductile Iron Reducers shall be supplied to connect the Fire Hydrants to the existing pipe diameter flanges.

The Contractor shall supply the necessary gaskets, nuts, bolts and washers for the 6 inches (150 mm) flange joint between the reducer and the Fire Hydrant

vi. Direction of rotation of the operating wheel to open the hydrant shall be counter clock wise.

vii. Colour of the finish paint above the ground line shall be red.

viii. The following parts may be made out of grey or ductile cast iron, but the Bidder has to submit with the tender the material he is going to use: Barrel, top or bonnet, foot piece or elbow, packing plates, gates, bottom plates, outlet nozzle caps and miscellaneous structural parts.

20. Manhole Covers and Frames

Manhole covers and frames shall be of class D as per BS EN 124: 1994 unless otherwise stated. They shall be made from Ductile Iron.
The covers shall be non-ventilating non rock, black bitumen coated. The keyways shall be closed and the couplings bolts, etc. shall be galvanized.

Class D covers and frames shall be to reference D 400 having 600 mm diameter clear opening.

SECTION B

DUCTILE IRON PIPES AND FITTINGS

1 SCOPE

This section covers the requirement for the supply of Ductile Iron pipes and fittings.

1. **Reference Standards**

The following standards are referred to ;
ISO 2531 : 1998 Ductile iron pipes, fittings and accessories for pressure pipe lines
BS EN 545 : 2006 Ductile Iron pipes, fittings, accessories and their joints for water pipelines. Requirements and test methods.
.
BS 7874 : 1998 Method of tests for microbiological deterioration of Elastomeric scales for Joints in pipe work and pipe lines.
BSEN 681 -1 : 1996 Elastomeric seals- material requirement for pipe joint seals used in water and drainage application. (Vulcanized rubber)
BSEN 681 -2 : 2000 Elastomeric seals- material requirement for pipe joint seals used in water and drainage application. (Thermoplastic elastomers)

ISO 4633:2002 Rubber seals – Joint rings for water supply drainage and sewerage pipe lines – specification for materials.

BS 3416 : 1991 Bitumen based coatings for cold application, suitable for use in contact with potable water.
BSEN 10 300 : 2005 Steel tubes & fittings for onshore and offshore pipe lines. Bitumen hot applied material for external coating.
BSEN 1092-1 ;2007 Flanges and their joints. Circular flanges for pipes, valves, fittings and accessories , PN Designated, steel flanges.
BS 14399 : Part 1 : 2005 Specification for high strength structural bolting assemblies for pre-loading. General requirements.

BSEN 14399 : Part 2: 2005 Specification for high strength structural bolting assemblies for pre- loading. Suitability test for Pre-loading. BS 1514: Part 1:1997 Dimensions of non-metallic Flanges and their joints. Dimensions of gaskets for PN designated flanges. Non metallic flat gasket with or without inserts gaskets for pressures up to 64 bar.

BS 4320: 1968 Metal washers for general engineering purposes metric series.
ISO 9001 : 2008 Quality Management System Requirement
ISO 4179 : 2005 Ductile iron pipes for pressure and non pressure pipelines Centrifugal cement mortar lining.
ISO 6600 : 1980 Ductile iron pipes centrifugal cement mortar lining (composition controls for freshly applied mortar).

JIS G 5528: 2006 Epoxy powder coating for interior of DI pipes and fittings
ANSI A214 Cement Mortar lining for cast iron and Ductile iron pipes and fittings for water.
ISO 8179 : 2004:Part 1 Metallic Zinc with finishing layer.
ISO 8179:1995: Part 2 Zinc rich paint with finishing layer
BS EN 12329 : 2003 Corrosion Protection of metals. Electrodeposited coatings of Zinc with supplementary treatment on Iron or Steel
BS EN 14161 : 2003 Code of practice for Pipe Lines. Pipelines on land : design, construction and installation. Ductile Iron
BS EN 10088: Part 2: 2005 Stainless steel – Technical delivery conditions for sheet/plate and strip of corrosion resisting steels for general purposes.
BS 6076:1996 Polymeric film for use as a protective sleeving for buried iron pipes and fittings (for site and factory application)
ISO 8180:2006 Ductile Iron pipes – polyethylene sleeving for site application.
ISO 10804 – 1 : 1996 Restraint Joint System for DI Pipe lines.
The year of publication of the standards referred to in the following clauses shall be the year as given above.

Definitions
The definitions given in the relevant standards which are referred to in the specification, shall apply for the terms used in this specification.

2. Classes of Pipes & fittings and Pressure Ratings

Ductile iron pipes and fittings shall be in accordance with ISO 2531 : 1998 or with BS EN 545:2006. The standard class designation of pipes and fittings shall be as follows unless otherwise stated.
- Socket and Spigot Pipes K 9
- Pipes with Integral Flanges K 12
- Pipes with factory welded flanges K 9
- Pipes with screwed flanges K 9 or K 10
- Fittings except tees K 12
- Tees K 14
- Flanges PN 16

The allowable operating pressures shall comply with Annex A of BS EN 545 : 2006 or ISO 2531 : 1998 unless otherwise stated.

5 Dimensions of Pipes and Fittings

Dimensions of standard pipes and fittings shall be to ISO 2531 or BS EN 545 : 2006 unless otherwise shown on the Drawings or required for special purposes. Where pipes or fittings are required in dimensions other than those specified in ISO 2531 : 1998 or BS EN 545 : 2006, they shall be of the same classes as listed above and shall be designed for the works proof test pressures specified in Table 10 of ISO 2531 or Table 13 of BS EN 545 : 2006 for the relevant nominal diameter.
Manufacturer's product catalogue, showing dimensions, mass and other details of all standard fittings shall be submitted to the Engineer for his approval prior to manufacture.
Manufacturer's detailed drawings of all special fittings shall be submitted to the Engineer for his approval prior to manufacture.

Standard pipe lengths shall comply with Table 3 and 4 of BS EN 545 : 2006 for socket and spigot and flanged pipes respectively or Table 2 & 3 of ISO 2531 : 1998 or their latest revision for socket and spigot pipes and flanged pipes unless otherwise stated**.**

6 Method of Manufacture of Pipes and Fittings

All straight pipes shall be spun or centrifugally cast and fittings and joint components shall be cast in sand moulds. Prior approval of the Engineer shall be required for any alternative casting methods.

At all stages of manufacture, rigid control shall be exercised and the pipes and fittings shall be sound and free from surface or other defects.

Foundries shall comply with the requirements of ISO 9001:2008 Quality Management Systems.

Manufacturing process of Pipes and Fittings shall comply with the ISO 9001: 2008 quality management system requirements and such quality management system possessed by the manufacturer should be from an organisation accredited to issue such certification. Documentary evidence regarding accreditation together with the scope of certification should be provided. Certificate shall clearly indicate the name and address of the location of factory.

The Bidder shall also submit full details of the manufacturing process he intends to use with his tender. Such details shall include but not be confined to;

(1) Casting and heat treatment processes.

(2) Cleaning process and preparation of surface of iron before application of coating and lining.

(3) Specification of all lining and coating materials, their thickness and application procedures.

(4) Ductile Iron Pipes and Fittings shall be from the same manufacturer.

7 Coating and Lining

All ductile iron pipes and fittings shall be protected internally and externally against corrosion. The external protection shall comprise a coating of metallic zinc or zinc rich paint complying with ISO 8179 : Part 1 : 2004 and ISO 8179 Part II followed by two coats of bituminous based black paint complying with BS 3416 : 1991 Type II or an approved coat of epoxy. The internal protection shall be a cement-mortar lining complying with specified thickness in Table 8 of BSEN 545 : 2006 or relevant Table in ISO 4179 : 2005 or ISO 6600 : 1980.

All such coatings and linings shall be applied under factory conditions, in complying with BSEN 545 : 2006 or ISO 4179 : 2005/ ISO 6600 : 1980.

8 Socket and Spigot Joints

Standard pipes and fittings for pipelines of ductile iron shall be supplied with push-in socket and spigot joints similar to joint Type A.1 illustrated in BSEN 14161: 2003.

9.Joint Rings and Lubricants

The physical properties of elastomeric joint rings shall comply with Table 2 of BSEN 681-1 : 1996. The joint rings shall also comply with the relevant provisions in BSEN 681-1 :1996 for effects on water quality and resistance to microbiological deterioration.
The material of joint rings shall be of EPDM/SBR and shall be dual hardness punching type with 76-84 IRHD at the heel of the ring and 46-55 IRHD at the bulb of the ring.
Joint rings shall be supplied by the pipe manufacturer.
Each joint ring shall be marked clearly and durably in accordance with the following information in a manner that does not interfere with the sealing function of the ring, in complying with clause 10 of BSEN 681-1 :1996

a) The nominal size

b) Manufacturer's identification

c) The number of the BS or BS EN or EN with seal type designation.

d) Abbreviation for the elastomer

Joint Lubricants for sliding joints have no deleterious effects on either the joint rings or pipes, and be unaffected by the liquid to be conveyed. Lubricants shall not impart to water taste, colour or any effect known to be injurious to health and shall be resistant to bacterial growth.

10 Flanged Joints for Pipes and Pipeline Fittings
Flanges for pipes and pipeline fittings shall unless otherwise stated comply with BS EN 1092 – 1: 2007. Flanges shall be of PN 16 nominal pressure rating and shall be raised faced, unless otherwise stated.
Note: Flanges in accordance with BS EN 545 and ISO 2531 are dimensionally compatible with BSEN 1092-Part 1:2007
Flanged joints shall be complete with all nuts, bolts, gaskets and two washers per bolt.
The flanges of all fittings shall be integrally cast. The flanges of flanged pipes shall either be integrally cast or screwed or factory welded unless otherwise stated. 'Factory welded' means that the flanges are welded to the pipes at the point of manufacture under factory conditions with inspection agency certification.
The Contractor shall be responsible for checking and ensuring that mating flanges are compatible in all cases, including where connections are required to pipe work and valves associated with pumping plant and inlet/outlet pipe work at service reservoirs or other structures.

10 Gaskets for Flanged Joints

Gaskets for flanged pipe joints shall be of the inside bolt circle type and the dimensions shall comply with BSEN 1514 – Part 1 : 1997.
The physical properties of gaskets shall comply with Table 2 of BSEN 681-1:1996.
The Gaskets shall also comply with the relevant provisions in BSEN 681-1:1996 for effects on water quality and resistance to microbiological deterioration.
The Gasket material shall be EPDM/SBR and shall be of average hardness of 76-84.
The Gaskets shall be supplied by the manufacturer and shall suit for PN 16 flanges unless otherwise stated.
Each gasket shall be marked clearly and durably in accordance with the following information in a manner that does not interfere with the sealing function of the gasket, in complying with clause 10 of BSEN 681-1:1996.

a). The nominal size

b). Manufacturer' s identification

c). The number of the BS or BS EN with seal type designation.

d). Abbreviation for the elastomer

11 Nuts, Bolts and Washers

The nuts, bolts and washers for flanged joints shall be of high tensile steel and shall comply with BSEN 14399 – Part II – 2005.
The bolting shall comply with the relevant provisions of BSEN 1092- 1: 2007.
The Bolt lengths shall be sufficient to ensure that nuts are full threaded when tightened in their final position with two threads showing.
Two washers per each bolt shall be supplied for providing under the head of the bolt and under the nut.

12 Polyethylene Sleeving for DI pipes & Fittings

Where specified Tubular polyethylene protective sleeving for burried DI pipes & fittings shall comply with the relevant provisions of BS 6076 : 1996 and shall be in accordance with ISO 8180 : 2006.
The polyethylene sleeving shall be coloured blue.

ANNEX F

UNITED NATIONS GENERAL CONDITIONS OF CONTRACT

1.0 **LEGAL STATUS:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the United Nations.

2.0 **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfill its commitments with the fullest regard to the interests of the United Nations.

3.0 **CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

5.0 **SUB-CONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all sub-contractors. The approval of the United Nations of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that no official of the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 **INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 **INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name the United Nations as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;

8.4.3 Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the United Nations with satisfactory evidence of the insurance required under this Article.

9.0 **ENCUMBRANCES/LIENS**: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 **TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

11.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the United Nations under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

12.0 **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION:** The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

13.0 **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.2 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.3 use the Discloser's Information solely for the purpose for which it was disclosed.

13.4 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.4.1 any other party with the Discloser's prior written consent; and,

13.4.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.4.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.4.2.2 any entity over which the Party exercises effective managerial control; or,

13.4.2.3 for the United Nations, a governing organ or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.5 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.6 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.7 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.8 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the United Nations, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 **Amicable Settlement** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary

questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 **TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

20.0 **SEXUAL EXPLOITATION:** The Contractor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it shall refrain from, and that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Contractor from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

21.0 **AUTHORITY TO MODIFY:** Pursuant to the Financial Regulations and Rules of the United Nations, only the Procurement Division at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief, United Nations Procurement Service, or his or her authorized delegatee.

INFORMATION TO UNITED NATIONS VENDORS

The United Nations encourages all vendors to the United Nations to participate in the Global Compact by:

1. Issuing a clear statement of support for the Global Compact and its ten principles, and publicly advocating the Global Compact. The ten principles of the Global Compact are contained in page 2 of this
Appendix. Businesses wishing to participate in the Global Compact should visit the web site at www.unglobalcompact.org/HowToParticipate/index.html. For more general information on the Global Compact, visit www.unglobalcompact.org.

The other means by which businesses can support the Global Compact include the following:

- Informing employees, shareholders, customers and suppliers
- Integrating the Global Compact and nine principles into the corporate development and training program
- Incorporating the Global Compact principles in the company's mission statement
- Including the Global Compact commitment in the company's Annual Report and other public documents
- Issuing press-releases to make the commitment public

2. Providing, once a year, a concrete example of progress made or a lesson learned in implementing the principles, for posting on the Global Compact website.

This letter should be sent to:

Secretary-General
The United Nations
New York, NY 10017

In addition, within the framework of the Global Compact, a company may wish to:

- Actively support the principles and broad United Nations goals by initiating and participating in projects in partnership with the United Nations.

- Participate in result-oriented Issue Dialogues related to the critical problems facing our world, e.g. TheRole of Business in Zones of Conflict (March 2001)

The Ten Principles of the Global Compact

The Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption enjoy universal consensus and are derived from:

- The Universal Declaration of Human Rights
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work
- The Rio Declaration on Environment and Development
- The United Nations Convention Against Corruption

The Global Compact asks companies to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, and anti-corruption:

Human Rights

Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and

Principle 2: make sure that they are not complicit in human rights abuses.

Labour Standards

Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

Principle 4: the elimination of all forms of forced and compulsory labour;

Principle 5: the effective abolition of child labour; and

Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

Principle 7: Businesses should support a precautionary approach to environmental challenges;

Principle 8: undertake initiatives to promote greater environmental responsibility; and

Principle 9: encourage the development and diffusion of environmentally friendly technologies

Anti-Corruption

Principle 10: Businesses should work against all forms of corruption, including extortion and bribery.

(See < http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html >