

Statement of Work (SOW)

**Construction of a Primary School premises with WASH & other facilities in
Muslim Abad, Safi Sub Village, Kabul- Afghanistan**

GENERAL

The project consists of the 8 classroom school building, 5 set of the latrines, boundary wall as per Annex D and 1 (one) 120 metre deep drinking water well. Construction works must be executed as per the Technical Design and Specification provided by the ministry of education, as follows:

- a. Technical Drawings
- b. Technical Specifications
- c. Bill of Quantities

The Design package include the following:

- Architectural drawing
- Electrical drawing,
- Mechanical Drawing

The overall works of the project will consist of the following:

- Construction of 8 Classroom school building (see annexed)
- Provision of Chairs and Tables as per MoE Design and Specification (see annexed)
- Construction of 5 Set of Latrines (see annexed)
- Construction of boundary wall (see annexed)
- Manufacturing and Installation of Main Gate (see annexed)
- Drilling of one 120 meters deep drinking water well, including supply of a submersible pump 1.5kw, pipes and other required accessories with complete system (see annexed)

A. Progress schedule

The Contractor shall, upon receiving a notification of Award of Contract from UNHCR, draw up a Time and Progress Schedule setting out the order in which the Works are to be carried out with the appropriate dates thereof within 10 days from receipt of a Purchase Order (PO) from UNHCR. This schedule will have the same periods as proposed in the Technical Proposal (proposed project schedule – detailed work plan) but with exact dates specified.

This Time and Progress Schedule is to be agreed with the UNHCR technical focal point/Engineer and no deviation from the order set out in this Schedule will be permitted without the consent of the UNHCR Engineer. The Contractor will be responsible for arranging the above programme with (if applicable) all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.

The contractor will be deemed to have considered the effect of seasonal weather variations. When programming his operations it must be understood that rains of up to 75mm per day will be deemed to be normal and expected. No claims by the contractor for extension of time due to rains or floods less than 75mm per day as measured by meteorological department will be considered.

B. Existing services

Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and they shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the UNHCR technical focal point/ Engineer and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.

C. Transport to and from the site

The Contractor shall include in their prices for the transport of materials, workmen, etc., to and from the Site of the proposed Works, at such hours and by such routes as are permitted by the Authorities.

D. Overtime

The Contractor shall allow in their tender for any extra costs for overtime working they consider will be necessary in order to complete the works by the contract Date of Completion.

E. Contractors' Superintendence

The Contractor shall constantly keep on the Works a literate Agent or Representative, competent and experienced in the kind of work involved, who shall give all his time to the superintendence of the Works. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the UNHCR Engineer and such directions and instructions shall be deemed given to the Contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the UNHCR.

It is to be a specific condition of the consequent Contract that the successful bidder shall provide on-site throughout the period from the site clearing to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon any termination of employment a suitable replacement is found.

Before the Tenderer's offer is accepted the UNHCR may choose to personally interview the Contractor's proposed Representative. Curriculum Vitae of past experience and qualifications must be provided for the UNHCR Engineer's scrutiny.

The UNHCR'S decision will be final regarding the suitability of the proposed Representative.

F. Site Instructions

All site instructions to the contractor shall be written and from the UNHCR Engineer or his appointed representative. The Contractor shall be required to follow all instructions from the Engineer or his representative.

The contractor must not under any circumstances accept instruction outside of his contract from any other unauthorized persons.

No work that is not within the scope shall be carried out by the contractor without instruction of the UNHCR Engineer or his representative.

Such work if carried out without instruction, shall be deemed to be at the Contractor's cost and no claim shall be entertained. The contractor may however be instructed to demolish or remove from the site such works if they conflict or are not in line with the spirit of the construction.

G. Water

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

Unless otherwise agreed the Contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and they shall clear away same upon completion of the Works.

H. Lighting and power

The Contractor shall provide at their own risk and cost all artificial lighting and power for use on the Works, including all Sub-Contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

I. Safety

The Contractor shall comply at all times with the requirements of the relevant Acts, as applicable to the Construction Industry in Afghanistan, and ensure that the safety of its workforce and authorized visitors to the Site are protected at all times.

From the time of commencements of the works until the end of the maintenance period, the contractor shall be responsible for protecting the public from anything dangerous to persons or property, and for safe and easy passage of pedestrians and vehicular traffic.

The UNHCR Engineer shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

MATERIALS AND WORKMANSHIP

A. Generally

All materials shall be new unless otherwise directed or permitted by the UNHCR Engineer and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word 'best' and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate Afghanistan Bureau of Standards Institution Specification current at the date of tender.

B. Rejected Workmanship or Materials

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the Site and replaced at the Contractor's expense, as required.

C. Samples

The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workman-ship that may be called for by the UNHCR Engineer for his approval or rejection, and any further samples in the case of rejection until such samples are approved by the UNHCR Engineer and such samples, when approved, shall be the minimum standard for the work to which they apply.

If in this specification the practice is adopted of specifying a particular item as "similar" to that of a particular firm's product, it is to be clearly understood that this is to indicate the type and quality of the equipment required. No attempt is being made to give preference to the equipment supplied by the firm whose name or products are quoted.

Where particular manufacturers are specified herein, no alternative make will be considered, and the UNHCR Engineer shall be allowed to reject any other makes.

TEMPORARY WORKS

A. Sanitation

The Contractor shall make arrangements for the necessary toilet facilities for their staff and workmen to the requirements and satisfaction of the Health authorities and/or UNHCR Engineer and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

B. Plant, tools and scaffolding

The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including Sub-contract Works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

C. Existing and adjacent property

The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at their own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising.

The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. They must reinstate all damages at his own expense and indemnify the Employer against any loss.

The Contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.

D. Watching and lighting

The Contractor shall provide at their risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft throughout the construction works until handover to the Client.

PROTECTION AND CLEANING

A. Protection

The Contractor shall cover up and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the UNHCR Engineer until the completion of the Contract.

B. Cleaning

The Contractor shall, upon completion of the Works, at their own expense, remove and clear away all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the UNHCR Engineer, including clearing away and making good all traces of temporary access roads, offices, sheds, camps, etc.

Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. They shall also, at the discretion of the UNHCR Engineer, remove all rubbish and dirt as it accumulates. The Contractor is to find their own dump or as advised by the Health or local Authorities and shall pay all charges in connection therewith.

EXCAVATIONS AND SITE CLEARANCE

A. Examine the Site

The Contractor is assumed to have examined the site carefully and ascertained for himself its nature and kind of materials to be excavated and cleared.

Excavations shall be the widths and depths indicated on the Drawings or to such lesser or greater depths as the UNHCR Engineer deems necessary and so instructs the Contractor in order to obtain satisfactory foundations.

Any difference in quality of the Works actually executed under such instructions and that provided in the Bills of Quantities shall be measured and valued by the UNHCR Engineer as a variation under the relevant Conditions of Contract.

If, however the Contractor excavates to any greater depths or widths than are shown on the Drawings or directed, then the Contractor shall, at his own expense, satisfactorily fill in such extra depth and width with concrete similar to that described for the foundation.

B. Bottoms of excavations to receive foundations

The Contractor shall report to the UNHCR Engineer when secure bottoms to the excavations have been obtained. Any concrete or other work executed before the excavations have been inspected and approved shall, if so directed, be removed and new work substituted after the excavations have been approved, all at the Contractors expense.

The surface of the bottoms of excavations to receive foundations shall be levelled or graded to fall as required.

C. Materials found in excavations

No sand, aggregate, marram, or other material found in the excavations is to be used in the Works without the permission of the UNHCR Engineer.

REPORTING

A. Weekly progress report:

Weekly progress report must be an Excel based (spreadsheet) reporting template, it must show the overall percentage of the progress completed so far. Once a progress is entered into the spreadsheet, it must automatically generate the overall percentage of completed works. This report will help both parties to keep the project on track, either going parallel to the project works plan or lagging behind to the said work plan.

B. One week-look ahead schedule:

Provision of one week-look ahead schedule to keep UNHCR informed on activities planned to be executed the following week.

C. Project completion report:

Provision of a project completion report at the end of the project, once a pre-final and a final inspection is done.

End