SPECIFIC TERMS AND CONDITIONS OF CONTRACT:

DRILLING OF BOREHOLES
AND
EQUIPPING WITH BUSH HAND PUMP TYPE B

UNICEF,
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ARTICLE 1: GENERAL PROVISIONS

1.01 DEFINITIONS

a. ‘Client’ means UNICEF, who for purposes of this agreement are represented by the ‘Country Representative’ (Chief of Mission) or persons so appointed by the UNICEF Country Representative.

b. ‘Contractor’ means the firm or individual whose partner(s)/Senior Representative(s) are appointed as set forth under the Agreement to this Contract.

c. ‘Engineer’ means the technical officer from CLIENT / Zimbabwe National Water Authority / Rural district council, or urban council who is authorized on behalf of CLIENT to provide technical supervision and monitoring of the Works undertaken by the Contractor for this contract.

d. ‘Works’ means the whole of the construction works referred to in this Agreement.


g. ‘Contract’ means the Conditions of Contract, the Technical Specifications, and main construction procedures for boreholes and Installation of hand pump and , The Schedule of Rates, Time Schedule/Works Program, Reporting formats, list of staff members and contract agreement.

h. ‘Week’ means period of seven days.

i. ‘Maintenance period’ means the period of four weeks for maintenance commencing from the date of completion of all the Works as reported by Contractor and certified after inspection by the Client Consultant / CLIENT staff or appointed nominee.

j. ‘Completed work’ means the works on the borehole completed as per the Specifications and Terms of Conditions and for the maintenance period.

k. ‘Commencement date’ means the date on which the works as agreed in the contract are executed.

l. ‘Guarantee period’ is for the quality of works done and is for a period of one year. The "Guarantee Period" for quality of works means a one year period from the date of completion of the maintenance period of works during which the borehole is free of construction defects for new borehole and the contractor will be paid the amount withheld. Rehabilitation of boreholes, the
defect liability period ends after the initial 90 days and the contractor will be paid the amount withheld if the performance of the borehole meets the standards and no defects crops up.

The Guarantee Period starts from the end of the 30 days "maintenance period".

m. ‘List of drilling sites (Names of district towns/ Villages/ schools/ Health Centers or other places)’ means the document provided by UNICEF to the Contractor naming the locations.

**ARTICLE 2: SCOPE OF WORKS**

2.01 The Contractor will undertake, initially, the drilling and construction of boreholes and equipping with Bush Type “B” hand pumps as detailed in document Documents I, 2 and 3 which is part of the Contract Agreement.

2.02 The proposed borehole locations will be sited by the Contractor or the Contractor’s sub-agent. Sitting forms will be made available to the Client and Engineer for each location along with a drilling work plan for all sites in the district.

2.03 The Contractor will be responsible for the provision of UPVC casing and screen and bottom cap as per the specification for the completion of boreholes. Contractor upon procuring above materials should get them approved by UNICEF consultant before the commencement of works. In case of any deviation from the approved casing, the Contractor should submit a sample to the Client and obtain approval before proceeding with any Works.

2.04 The contractor will be responsible for the provision of a Bush Type “B” hand pump and its installation on successful boreholes.

2.05 The contractor will be responsible for construction of civil works such as Apron with drainage and soak away pit.

**ARTICLE 3: OBLIGATIONS OF THE CONTRACTOR**

3.01 The Contractor shall start drilling of the boreholes within 14 days upon signing of the contract. Failure to comply with this condition may result in cancellation of the contract.

3.02 The Contractor shall not, upon mobilization of the assigned drilling rigs for the contracted works with the Client, deploy the rigs to undertake any other Works outside the scope of this Contract until he has completed all the Works under this contract. Failure to comply with this condition may result in cancellation of the contract.

3.03 The Contractor shall perform the Works in accordance with the Contract Documents.

3.04 The Contractor shall be responsible for all construction means, methods, techniques, sequences and or procedures, and for safety precautions and programme in connection with the Works.
3.05 The Contractor shall be responsible for all acts and omissions of the sub-Contractors, of any of the Contractor's agents or employees or of any other persons performing any of the Works.

3.06 The Contractor shall provide to the Client a list of drilling equipment and accessory equipment, vehicles, the time schedule/work program and list of staff members to be deployed on the Works. An experienced resident representative with sufficient power to execute the Works will be identified to the Client.

3.07 All materials supplied by the contractor should be approved by the client or his agent. The contractor before initiating the process of procurement of supplies, especially the steel casing and UPVC casings and screen pipe, they should obtain the approval of the client on the source where they want to procure their supplies. For materials already in stock, contractor should submit relevant documents proving the source of purchase. Client or his appointed agent will inspect the materials and clear the stock for use on this project. Client may also decide to draw up a sample and get it tested for its chemical properties. Contractor should keep a short half meter of the casing pipe and screen from the approved lot for checking the materials used in the field.

3.08 The Contractor shall employ or hire as employees of the Contractor for the execution of the Works and in the superintendence there of only such persons as are careful, skilled and experienced in their several trades and callings. The Client shall be at liberty to object to and require the Contractor to remove from the Works any persons employed by the Contractor who in the opinion of the Client misconducts himself or is incompetent or negligent in the performance of his duties. Such persons shall not be again employed upon the Works without the permission of the Client.

3.09 The Contractor shall keep accurate and systematic records in respect of the Works, in accordance with the Specifications (Document -2). He shall furnish the Client and Engineer with one copy each of all such forms, reports up on completion of all boreholes in the district. He should also allow the Client/Engineer access to inspect all forms during progress of the works.

3.10 The Contractor shall submit to the Client a final report of the Works, with detailed accounts of material utilised, technical data such as litho logs, drill time logs, well completion details, pump test data and results and on installation of hand pumps.

3.11 Contactor will install hand pumps on drilled boreholes only after client engineer has verified reported depths by the contactor. This can be done in batches of 10 boreholes drilled. Contactor will install hand pumps on boreholes after successful test pumping.
ARTICLE 4: CLIENT'S OBLIGATION

4.01 The Client shall furnish all pertinent data, documentation and information available and required by the Contractor for the carrying out of the Works under this Agreement.

4.02 The Client shall cooperate with the resident representative of the Contractor in the negotiations and procedures with the various Authorities and public and private organizations for the execution of the works.

ARTICLE 5: PAYMENT

5.01 Payment will be based on actual works done.

5.02 There will be no payment for “dry” or “lost” boreholes (See section 13 of specifications - document -2 for details)

5.03 Client in principle does not do advance payment. However if the current condition a mobilization advance, a maximum of 20% could be advanced against presentation of bank guarantee by the contractor. This advance paid will be prorated for each borehole and recovered from each payment.

5.04 The first payment will be made after certified completion of 25% of the Works.

5.05 The second payment will be made after certified completion of 50% of the Works.

5.06 Five percent (5%) of the total contract value will be withheld from the final payments due, upon certified completion of all contracted Works (100%). This amount will be paid after one month of completion of the “warranty period” of one year.

5.07 As soon as, in the opinion of the Contractor, the works have been completed, they should intimate the same to the Client in writing (i.e. completion of drilling, casing, gravel packing, grouting, development, verticality test, completion reports). A Certificate of Completion in respect of the Works will be issued by the Client / agent after inspection. If any uncompleted Works are observed, the Contractor will finish the outstanding works in a period less than four weeks and inform the Client / Engineer for the issuance of completed works. The Client staff will visit the Works at the end of the one month “maintenance period” and issue a Certificate of Completion of works. The “maintenance period” of the Works shall commence from the date of issue of the Completion Certificate provided by the Client / Engineer with respect to the completion of the whole of the Works.

5.08 Defects and repairs: The Contractor will not be paid for any boreholes that do not meet the specifications during or after the "maintenance period". The Contractor shall rectify any Works deemed to be defective, or requiring repair, and if deemed necessary by the Client / Engineer will drill a replacement borehole during the “Guarantee period” of works (One year). If Contractor is unable to complete the Works in a four week period from the date of notification of the failure to meet the specifications, the Contractor shall return
to the Client the amount of money paid to him for the said Works.

5.09 The Contractor will use the access routes that may be provided in the List of drilling sites. He will not be paid for taking any other route that is longer than the route proposed, unless clearance is given in advance by the Client. All invoices presented to the Client for payment must contain the reports as detailed in Document 2. Section 14 and in formats provided as annexes 1-10 of document 2.