# TERMS OF REFERENCE FOR CONSTRUCTION OF CAPACITY DEVELOPMENT BUILDING AND TISSUE CULTURE LABORATORY

## Introduction about ICBA:

ICBA is an international, not-for-profit organization that operates in line with its articles of association, which were approved by the government of the United Arab Emirates and the Islamic Development Bank.

ICBA is one of a few international research organizations worldwide that work on management systems that address agricultural challenges in marginal environments. Marginal environments suffer from both biophysical and socioeconomic constraints.

ICBA focuses on addressing agricultural challenges in marginal environments through research that seeks to identify, develop, and test suitable innovative solutions and technologies that will increase food, nutrition, and water security and improve the environment and the livelihood of people living in marginal environments.

ICBA location and contacts as the following is Academic City, Al Ain Road Al Ruwayyah 2, Near Zayed University, Dubai, United Arab Emirates
P.O. Box 14660

Email: icba@biosaline.org.ae

Telephone: +971 4 304 63 00

Fax: +971 4 304 63 55

Location: google maps

Makani Number: 37615 76379

## Scope of work and Background:

**Project 1 (Capacity Development Building):**

ICBA would like to construct a building to host training and workshops, a building that has a modern and practical design reflecting the work of ICBA and is not far from our facilities on campus. This building should have two floors containing multi-use halls, with a capacity of approximately 300 trainees, car parking as per DM, and outdoor space that can be used for events during good weather.

The total area of the building should be not less than 900 M2 and not more than 1,100 $M^{2,}$ divided equally into two stories.

Details of the Building on each floor are as follows:

A- Ground Floor:
1. The reception/ lounge area has nice designs that reflect ICBA's work and profile.
2. Two offices for staff.
3. Male and Female Toilets.
4. Male and Female Prayer rooms with proper ablution areas for males and females.
5. Pantry room.
6. A multi-use hall can accommodate 120 trainees simultaneously and can be divided into two halls, each one of which can accommodate 60 trainees by foldable partition.
7. An outdoor area with a landscape that can be used for any activities.
8. stairs to the second floor and elevator.

B- First Floor:
1. The waiting/ lounge area has nice designs that reflect ICBA's work and profile.
2. Male and Female Toilets.
3. Male and Female Prayer rooms with proper ablution areas for males and females.
4. Pantry room.
5. A multi-use hall can accommodate 120 trainees simultaneously and can be divided into two halls, each one of which can accommodate 60 trainees by foldable partition.
6. One hall can accommodate 60 trainees.

**Project 2 Laboratory for training purposes:**

ICBA would like to construct a laboratory for training purposes. This LAB will be used for internal experiments where plants will grow in a growing chamber in a closed and controlled environment. The finishing and fit-out should be as follows:

**1-** The flooring should be high-quality Epoxy to tolerate chemical material.
**2-** The paint should be high-quality Epoxy to tolerate the high humidity in the growing chamber and other LABs.
**3-** The internal walls should be holly blocked and plastered per the DM Code of Practice.
**4-** The door should be high-quality PVC doors with half-tempered glass.
**5-** The internal lights should be sufficient LED per the DM code of practice.
**6-** All the air conditioning in the LAB building should be under positive pressure, and the chamber room should separate climate control with positive pressure.
**7-** This building should have a shaft between the LAB.

Based on the earlier specifications, the consultant should develop an external design matching the required layout internally.

## Proposed location:

To be presented during the site visit.

## Tender Documents submittal:

All the tender documents (Shop drawings, layouts, and BOQ) will be shared with the contractor after the technical site visit and meeting with the ICBA / facility section.

1- Commercial cover letter.
2- Price detailed as per the BOQ (as Excel).
3- Company Profile.
4- DM completion certificates in the last two years.

Attach the following documents stamped and signed:

1. Final BOQ (PDF).
2. Guarantee Table.
3. Supply materials list.
4. The TOR.

## Terms:

1- To enter the tender process, the contractor should submit two proposals for each project: CAPACITY DEVELOPMENT BUILDING AND TISSUE CULTURE LABORATORY.
2- The Contractor shall submit his proposal following the B.O.Q., which will be shared in this tender without any changes to the BOQ or provisional sum amounts the consultant has put in the TOR.
3- Any questions or clarifications regarding the project's technical details, the BOQ, or any other issues should be addressed directly to ICBA, and we will share it with the consultant, who will reply to the contractor through ICBA.
4- Any changes in the specifications or the materials of the BOQ or the design shop drawings or layouts must inform ICBA and the consultant to avoid disqualification of the proposal.
5- The commercial proposal should be separated from the technical proposal. If the contractor fails to reach these terms, their submission will not enter the tender competition.
6- The contractor shall provide necessary attendance, accessories, wiring, and sleeves for service pipes and electrical power points.
7- To enter the tender process, the contractor must submit two completion certificates issued by Dubai municipality, dated one year old, for the same category of the proposed building.
8- The Contractors must submit the tender documents at their own expense and shall visit and inspect the site of works and its surroundings before submitting their tenders.
9- The rates mentioned in the BOQ shall be considered fixed rates. Still, suppose the market prices have increased by 10 % or more. In that case, ICBA, in coordination with the consultant, will study the variation and estimate the compensation percentage to the contractor-specified unit cost.

10- The name of the Sub-Contractors, if any, with whom the contractor / second party intends to place any portion of the work on the Sub-contract must be stated and approved by the ICBA/ Facility section before signing the Agreement.
11- The ICBA party will not be responsible for any expenses the contractor may incur in preparing the tender.
12- The ICBA party does not bind himself to accept the lowest tender and reserves his right to reject any or all tenders.
13- The contractor should not assume or mention any conditions not mentioned in the specifications or not to exclude or change any of them.
14- It is the main contractor's full responsibility to co-ordinate and provide all services (such as scaffolding, water, electricity, and storage) to all sub-contractors activities, whether the signed between the owner and sub-contractor or the contract signed between the main contractor and sub-contractor. All the sub-contractors nominated by the owner or contractor are to be approved by the ICBA/Facility Section before awarding the contract.
15- ICBA shall provide the main contractor with a temporary water supply and power.
16- The main contractor will provide Proper storage space for the materials delivered to the site by the main contractor, owner, and the approved sub-contractor.
17- Samples of all materials used for the construction shall be submitted along with proper submittal forms and a covering letter for approval of the ICBA/Facility section and consultant at least two weeks before starting the respective works.
18- The contractor should inform the facility team before proceeding to the next stage of the work.
19- If the contractor changes any specifications for the materials without informing the facility and obtaining their clear approval, he/she will expose himself to a penalty of 5% of the project's total value. If this incident is repeated three times, ICBA has the full right to cancel the contract with the main contractor and apply the 10% penalty for the total value of the project.
20- The contractor shall provide and fix two numbers of signboards (size 10' X 6' each) with the name of the consultant and two numbers of signboards with the name of the contractor. The boards are to be fixed on the road around the plot as per consultant approval & it’s the contractor’s responsibility before starting work.
21- The contractor must fix a fence inside the plot to provide a separate Entrance for the landlord.
22- The contractor must clean a site from the ground floor daily.
23- The Contractor must pay Insurance and other deposits/funds for the projects.
24- The Contractor shall demolish the existing structure (if any) with the Consultant’s approval.
25- The main contractor must arrange full insurance for the project, including the following:
    - Workmen compensation insurance for all workers on the site.
    - All risk insurance for the project during the construction period.
26- The insurance by the main contractor should cover all items delivered, stored, or installed by the owner or his nominated subcontractors. The main contractor shall be fully responsible for safeguarding and protecting all materials items which are

supplied by the owner at the site, receiving them from suppliers in good condition, and storing and protecting them from damage, fire, etc., in case of any damage to any of the above items, the contractor shall pay for the damage.

27- The completion certificate shall be issued to the contractor only after satisfactory testing of all services like water supply, drainage, electricity, air-conditioning, lift, etc.
28- The contractor's responsibility is to renew NOCs from all authorities (DEWA, ETISALAT & DM Drainage) and strictly follow all NOC conditions after finishing all work to approach all Authorities concerned for connection of connection services ahead of time to have connection completed within the construction period.
29- Price reductions shall be applied in case of a decrease in quality or value due to substituting materials after the approval of the ICBA/ Facility Section and consultant.
30- A price addition can be accepted regarding the increased quality or value of the accepted and approved substitute materials, which the consultant will study and verify.
31- The ICBA/Facility Section does not accept substitute materials. In substitute materials, the contractor shall be solely liable for any delay or loss incurred by his failure to provide the specified materials in the BOQ and specifications sheet shared with the contractor.
32- The site should be kept clean of waste/debris. Otherwise, the work shall be stopped, and the contractor shall be responsible for the delay.
33- Contractor to submit Detailed Work Program to Get Approval from ICBA/Facility Section Before Starting Work.
34- ICBA/Facility may not accept substitute materials in the case of different options for specified materials. The ICBA/ Facility Section has the right to select the option it feels is most suitable for work without any objection by the contractor.
35- If the delay penalty reaches 10% of the effective contract price (which means contractor price less provisional and contingencies). ICBA has the right to take over and complete the project, charge any extra cost to the contractor, and offer a 10% penalty until all work is completed.
36- If the contractor cancels the contract from his end, then he will pay 10% of the total value of the contract as exit close to ICBA; therefore, the main contractor must submit a security cheque equal to 10% of the contract value which will be kept with ICBA until the completion of the project.
37- The contractor must comply with the latest rules and regulations of the concerned authorities in his offer. At the time of signing the contract.
38- ICBA has the right to demand a copy of the contracts between the contractor and the approved subcontractors or suppliers for reference and record at any time.
39- If the contractor fails to pay the approved subcontractors/ suppliers their dues as per the contract despite the dues received from the employer. ICBA has the right to stop the contractor's payment or deduct it from the contractor's pay subcontractors due to the subcontractor/ suppliers without any objection from the contractor.
40- Any discount the contractor makes to the tender price should not apply to provisional sums or Prime cost items.
41- The contractor shall provide a temporary fence around the site during the work progress.

42- Any damages during the work progress will be charged to the contractor.
43- The contractor will be responsible for all the offloading and loading of any materials related to the project.
44- The contractor should clean the site after completing the work.
45- The contractor should provide an incident report monthly during the work progress.
46- The contractor must approve and sign all the above terms and conditions before signing the contract.
47- The main contractor should accept all terms and conditions in this TOR by signing, stamping, and attaching it to the tender document.

## Project timeline:

The period allotted for this project shall be (10) months starting from the date of signing the contract and issuing the building permit from Dubai municipality.

The penalty for any delay in the work by the Contractor shall be as follows: Payable to the Owner: 0.25 % per day up to 10 % of the project value.

## Payments terms:

- This project is without advance payment.
- Each payment will not be processed if the value of the payment is less than 10%.
- Payments will be as per the site progress verified by the consultant and ICBA / facility section.
- Each payment will be processed within 30 days after the detailed progress report and invoice have been submitted and cleared by the ICBA/ Facility section and verified by the consultant.
- ICBA will hold 10% of the project value as performance retention for one year from the date of submitting the DM completion certificate.
- The contractor should submit his payment table according to the price reference table, which will be shared with the tender documents.

**Prepared by:**

Al Hareth Al Abdullah, Facility Supervisor.