

**Bidding Document for
Procurement of Small Works**

**Procurement of
Infrastructure Development projects**

ICB No: MOF/SFF/WORKS/2017/001

**Project: Special Financing Facility for Local
Development (SFF-LD)**

Employer: Ministry of Finance, FGS

Country: Somalia

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Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the MOF, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
 - 1.2 Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) excwhere the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Federal government of Somalia (FGS) Ministry of finance (hereinafter called MOF) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the United Nations Multi Partner Trust Fund (MPTF) Peace Building fund(hereinafter called “the UN”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The MOF intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
 - 2.2 Payment to the MOF will be made by the UN at the request of the MOF and upon approval from the UN, and will be subject, in all respects, to the terms and conditions specified in the signed relevant project document or other financing Agreement. The project document prohibits a withdrawal from the Fund (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the UN, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the MOF shall derive any rights from the Fund (or other financing) Agreement or have any claim to the proceeds of the Fund.

3. Corrupt and Fraudulent Practices

- 3.1 The UN requires compliance with its policy in regard to corrupt and fraudulent practices as indicated in the UN Supplier's Code of Conduct set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the UN to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the UN.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, or a government-owned entity or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the MOF regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

- (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) or any of its affiliates has been hired (or is proposed to be hired) by the MOF for the Contract implementation;
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.2 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- (i) has a close business or family relationship with a professional staff of the MOF (or of the project implementing agency, or of a recipient of a part of the fund) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the UN throughout the procurement process and execution of the contract.

4.3 A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the UN, including in accordance with the UN's Fraud Policy shall be ineligible to be awarded a UN-financed contract or benefit from a UN-financed contract, financially or otherwise, during such period of time as the UN shall have determined.

4.5 Bidders that are Government-owned enterprises or institutions in the MOF's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the MOF. To be eligible, a government-owned enterprise or institution shall establish to the UN's satisfaction, through all relevant documents, including its Charter and other information the UN may request, that

it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 A Bidder shall not be under suspension from bidding by the MOF as the result of the operation of a Bid–Securing Declaration.

4.7 Firms and individuals may be ineligible (a) as a matter of law or official regulations, the MOF's country prohibits commercial relations with that country, provided that the UN is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the MOF's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the MOF, as the MOF shall reasonably request.

**5. Eligible
Materials,
Equipment and
Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the UN may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the MOF's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

**6. Sections of
Bidding
Document**

6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

6.2 The Invitation for Bids issued by the MOF is not part of the Bidding Document.

6.3 Unless obtained directly from the MOF, the MOF is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents. In case of any contradiction, documents obtained directly from the MOF shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A Bidder requiring any clarification of the Bidding Document shall contact the MOF in writing at the MOF's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The MOF will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The MOF shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the MOF shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the MOF shall amend the Bidding Documents following the procedure under ITB 13.1.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the MOF to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the MOF and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the MOF not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the MOF exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the MOF may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the MOF. The MOF shall also promptly publish the addendum on the MOF's web page in accordance with ITB 7.2.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the MOF may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 13.1.

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MOF shall in no case be responsible

or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the MOF, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid;
- (b) completed Schedules, **as specified in the BDS**;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 11.1;
- (d) alternative bids, if permissible, in accordance with ITB 7.2;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 12.2;
- (f) documentary evidence as identified in the BDS establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal; and
- (h) any other document **required in the BDS**.

11.2 In addition to the requirements under ITB 6.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no

substitutes shall be accepted except as provided under ITB 12.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 7.3 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the MOF's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the MOF, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the MOF.
- 13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurements contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the MOF when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 14.2, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 14.2.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the

prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the MOF may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 (thirty) days prior to the deadline for submission of bids, shall be included in the rates and prices¹ and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.

15.2 Bidders may be required by the MOF to justify, to the MOF's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

¹ In lump sum contracts, delete "rates and prices and the."

² For lump sum contracts, delete "unit rates and prices and shown in the Schedule of Adjustment Data are reasonable" and replace with "Lump Sum."

17.2 If a margin of preference applies as specified in accordance with ITB 16.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 16.1.

**18. Period of
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the MOF in accordance with ITB 13.1. A bid valid for a shorter period shall be rejected by the MOF as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the MOF may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 11.1, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 11.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS.**

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the MOF's Country, the issuing financial institution shall have a correspondent financial institution located in the MOF's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the MOF prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 10.1.

19.4 If a bid security or Bid Securing Declaration is specified pursuant to ITB 11.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the MOF as non responsive.

19.5 If a bid security is specified pursuant to ITB 11.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, , or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with template provided; or
 - (ii) furnish a performance security as mentioned above.

19.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 3.1.

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the; or furnish a performance security;

the MOF may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the MOF for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the MOF as **provided in the BDS** pursuant to ITB 13.1;
 - (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the MOF will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the MOF at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have **NO** option of submitting their bids electronically.

22.2 The MOF may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the MOF and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The MOF shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 13.1. Any bid received by the MOF after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 12.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted as indicated in the bidding document (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION," and
- (b) received by the MOF prior to the deadline prescribed for submission of bids, in accordance with ITB 13.1.

24.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The MOF shall publicly open and read out in accordance with ITB 14.2 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 13.1, shall be **as specified in the BDS**.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid

opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the MOF may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the MOF attending bid opening in the manner **specified in the BDS**. The MOF shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The MOF shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders.

- 26.2 Any attempt by a Bidder to influence the MOF in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 From the time of bid opening to the time of Contract award, if a Bidder wishes to contact the MOF on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the MOF may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the MOF shall not be considered. The MOF's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the MOF in the evaluation of the bids.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the MOF's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The MOF's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

- (ii) limit in any substantial way, inconsistent with the Bidding Document, the MOF's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 29.3 The MOF shall examine the technical aspects of the bid submitted, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.
- 29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the MOF and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors, and Omissions**
 - 30.1 Provided that a bid is substantially responsive, the MOF may waive any nonconformity in the bid.
 - 30.2 Provided that a bid is substantially responsive, the MOF may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 30.3 Provided that a bid is substantially responsive, the MOF shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).
- 31. Correction of Arithmetical Errors**
 - 31.1 Provided that the bid is substantially responsive, the MOF shall correct arithmetical errors on the following basis:
 - (a) only for admeasurements contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the MOF there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction, shall result in the rejection of the Bid.
- 32. **Conversion to Single Currency**
 - 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 33. **Margin of Preference**
 - 33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders³ shall not apply.
- 34. **Subcontractors**
 - 34.1 Unless otherwise stated in the BDS, the MOF does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the MOF.
 - 34.2 The MOF may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the MOF, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
 - 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.
- 35. **Evaluation of Bids**
 - 35.1 The MOF shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
 - 35.2 To evaluate a bid, the MOF shall consider the following:

³ An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Day work⁵ items, where priced competitively;
- (b) price adjustment for correction of arithmetic;
- (c) price adjustment due to discounts;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 15.1;
- (e) price adjustment for;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

⁴ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

⁵ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders’ quoted rates and included in the total Bid price.

- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.
- 35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the MOF, the MOF may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the MOF may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the MOF against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids** 36.1 The MOF shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid.
- 37. Qualification of the Bidder** 37.1 The MOF shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
- 37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the MOF shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 38. MOF's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The MOF reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 The MOF shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the MOF shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the MOF shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The MOF shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the MOF shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the MOF.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the MOF, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section X. Contract Forms, or another form acceptable to the MOF. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the MOF. A foreign institution providing a bond shall have a correspondent financial institution located in the MOF's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the MOF may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the MOF to be qualified to perform the Contract satisfactorily.
- 43. Adjudicator**
- 43.1 The MOF proposes a person to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the MOF does not agree on the appointment of the Adjudicator, the MOF will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	<p>The number of the Invitation for Bids is : Unlimited</p> <p>The Contracting Government Entity is: <i>Ministry of Finance, FGS</i></p>
ITB 1.2	<p>The name of the bidding process is: <i>Infrastructure Development projects</i></p> <p>The identification number of the bidding process is: MOF/SFF/WORKS/2017/001</p> <p>The number and identification of lots comprising this bidding process is:</p> <p style="text-align: center;">Construction of regional court in Kismayo, Lower Juba Region</p> <p>The proportion of each Lot that a Bidder may bid for is: 100%</p> <p>.</p>
ITB 2.1	The MOF is: <i>Ministry of Finance, FGS</i>
ITB 2.2	The name of the Project is: Pilot Project to Strengthen Service Delivery Through Federal Government Systems in the Federal Member States and Interim Regional Administrations implemented through <i>Special Financing Facility for Local Development (SFF-LD) of the Ministry of Finance</i>
ITB 2.3	Funding source is the UN MPTF Peas Building fund.
ITB 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be: Three.</p> <p>Bidders are free to voluntary bid independently or in joint venture with any domestics or foreign firms</p>
ITB 3.2	<p>A list of debarred firms and individuals is available on the World Bank's and United Nations external website respectively: http://www.worldbank.org/debarr and</p>

B. Bidding Documents

ITB 4.1	<p>For <u>clarification purposes</u> only, the MOF's address is:</p> <p>Attention : Ref No : <i>MOF/SFF/WORKS/2017/001</i></p> <p>Address : <i>Special Financing Facility for Local Development (SFF-LD)</i></p> <p>Ministry of Finance, FGS <i>Villa Somalia</i> <i>Mogadishu, Federal Government of Somalia</i></p> <p>E-mail: <u>mofsffpiu@gmail.com</u></p> <p>Requests for clarification should be received by the MOF no later than: <i>ten (10) working days prior to the deadline for submission of Bids i.e. Saturday to Thursday.</i></p>
ITB 4.2	<p>Web page: <u>www.mof.gov.so</u></p>
ITB 4.3	<p>A Pre-Bid meeting <i>shall</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: <i>[insert date, time & place below, if applicable]</i></p> <p>Location: <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance, FGS</i></p> <p>Room: <i>Board Room</i> Date: <i>Saturday, February 11, 2017</i> Time: <i>11:00 Hrs. Mogadishu local Time</i></p> <p>A site visit conducted by the MOF <i>shall be</i> organized.</p>

C. Preparation of Bids

ITB 5.1.1	<p>The language of the bid is: <i>ENGLISH</i></p> <p>All correspondence exchange shall be in <i>ENGLISH</i> language.</p>
ITB 6.1	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> <i>a. Priced Bill of Quantities</i> <i>b. Schedule of Prices</i> <i>c. Activity Schedule of Works specific to a Lot</i>

ITB 6.2	<p>The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> <i>a. Certificate of Registration from Ministry of Commerce or relevant authorities;</i> <i>b. Duly Filled and Signed Bid Form;</i> <i>c. 2013 to 2015 the audited financial statements</i> <i>d. Biodata for a Project Manager and key technical staff with Signed curriculum vitae to be attached.</i> <i>e. Proof of experience of having undertaken similar assignments</i>
ITB 7.1	Alternative bids <i>shall not be</i> permitted.
ITB 7.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 7.3	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
ITB 8.1	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 9.1	The prices shall be quoted by the bidder in: <i>USD</i>
ITB 10.1	The bid validity period shall be: <i>90</i> days.
ITB 11.1	A Bid-Securing Declaration <i>shall be</i> required.
ITB 11.2	Other types of acceptable securities: <i>None</i>
ITB 11.3	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the MOF will declare the Bidder ineligible to be awarded contracts by the for a period of <i>Two (2)</i> years.
ITB 12.1	In addition to the original of the bid, the number of copies is: <i>Four</i> .
ITB 12.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"> <i>a. Power of Attorney for the signatory to sign the Bid; and</i> <i>b. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to</i>

	<i>conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</i>
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D. Submission and Opening of Bids

ITB 13.1	Bidders <i>shall not have</i> the option of submitting their bids electronically.
ITB 13.2	<p>For <u>bid submission purposes</u> only, the MOF's address is: <i>[insert all required and applicable information]</i></p> <p>Attention: <i>Ref No : MOF/SFF/WORKS/2017/001</i> Address: <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance, FGS</i> <i>Villa Somalia</i> City: <i>Mogadishu</i> Country: <i>Federal Republic of Somalia</i></p> <p>The deadline for bid submission is:</p> <p>Date: <i>Monday, February 27, 2017</i> Time: <i>12:00 Hrs Somalia local time</i></p> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 14.1	<p>The bid opening shall take place at:</p> <p>Address : <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance</i> <i>Villa Somalia</i> City: <i>Mogadishu</i> Country: <i>Federal Republic of Somalia</i> Date: <i>Monday, February 27, 2017</i> Time: <i>12:00 Hrs Somalia local time</i></p>

ITB 14.2	The Letter of Bid and Priced Bill of Quantities shall be initialed by Two (2) representatives of the MOF conducting Bid opening. <i>Each Bid shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the MOF, etc.</i>
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E. Evaluation and Comparison of Bids

ITB 15.1	For purposes of evaluation, the exchange rate shall be: <i>Not applicable.</i>
ITB 16.1	A margin of preference <i>shall not</i> apply.
ITB 17.1	At this time the MOF <i>shall not</i> execute certain specific parts of the Works by sub-contractors selected in advance.

F. Award of Contract

ITB 18.1	The Adjudicator proposed by the MOF The hourly fee for this proposed Adjudicator shall be: No fee
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Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the MOF shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. The bidders will be assessed based on the evaluation criteria set up in this document. No other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

Exchange rates shall be taken from the publicly available source identified in the ITB 15.1. Any error in determining the exchange rates in the Bid may be corrected by the MOF

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2.1	Adequacy of Technical Proposal.....	1-Error! Bookmark not defined.
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2.3	Alternative Completion Times	1-Error! Bookmark not defined.
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1. Margin of Preference NOT APPLICABLE

If a margin of preference shall apply under ITB 16.1, the procedure will be as follows as:

A margin of preference of 7.5% (seven and one-half percent) shall be granted to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the MOF and accepted by the UN, a particular contractor or group of contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by the MOF, responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic contractors eligible for the preference.
 - (ii) Group B: bids offered by other contractors.

All evaluated bids in each group shall, as a first evaluation step, be compared to determine the lowest bid, and the lowest evaluated bids in each group shall be further compared with each other. If, as a result of this comparison, a bid from Group A is the lowest, it shall be selected for the award. If a bid from Group B is the lowest, as a second evaluation step, all bids from Group B shall then be further compared with the lowest evaluated bid from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective bid price corrected for arithmetical errors, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each bid from Group B. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B based on the first evaluation step shall be selected

2. Evaluation

2.1 Adequacy of Technical Proposal APPLICABLE

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

3. Qualification

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality of the firm	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Eligibility	Not having been declared ineligible by the UN, as described in ITB 3.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	United Nations resolution or Federal Government of Somalia country’s law	Not having been excluded as a result of prohibition in the MOF’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur	Must meet requirement ¹²	Must meet requirements	Must meet	N/A	Form CON-2

⁶ Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		as a result of contractor default since 1 st January 2014.			requirement ⁷		
2.2	Suspension Based on Execution of Bid Securing Declaration by the MOF or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration or withdrawal of the Bid pursuant ITB 13.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

⁷ This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1 st January 2014	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

⁸The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as follows USD \$400,000, for the subject contract(s) net of the Bidders other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the MOF, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial	Must meet requirement <				

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		statements acceptable to the MOF, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover for the past 3 years i.e. 2014, 2015 and 2016 as follows Lot 1: USD \$ 1,000,000, calculated as total certified payments received for contracts in progress and/or completed within the last three (3)years, divided by three years	Must meet requirement	Must meet requirement	Must meet _____%, _____of the requirement	Must meet _____%, _____of the requirement	Form FIN – 3.2

Eligibility and Qualification Criteria							
No.	Subject	Requirement	Single Entity	Compliance Requirements			Documentation
				Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last three (3) years, starting 1 st January 2014	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ⁹ contracts specified below that have been satisfactorily and substantially ¹⁰ completed as a prime contractor, joint venture member ¹¹ , management contractor or sub-contractor ¹¹ between 1st January 2014 and application submission	Must meet requirement	Must meet requirement ¹²	N/A	N/A	Form EXP 4.2(a)

⁹The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements.

Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

¹⁰ Substantial completion shall be based on 80% or more works completed under the contract.

¹¹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

¹² In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		deadline: (i) 3 contracts, each of minimum value USD \$ 300,000;					
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ¹³ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ¹⁴ : <i>[list activities indicating volume, number or rate of production as applicable]</i> ¹⁵	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹⁶ <i>[list key activities and the corresponding minimum requirements]</i>	Form EXP – 4.2 (b)

¹³For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

¹⁴ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

¹⁵ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.

¹⁶ Requirement can be met through a SpecializedSub-contractor

5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Similar Experience (Years)	In Similar Works Experience (Years)
1	Construction Manager - Qualification = Bsc. In Civil / Structural Engineering or Equivalent	12	7
2	Site Engineer - Qualification = Bsc. In Civil / Structural Engineering or Equivalent	7	5
3	Electrical Engineer - Qualification = Bsc. In Electrical Engineering or Equivalent	10	5
3	Cost Controller – Qualification = Bsc. In Civil Engineering or Quantity Surveying or Equivalent	7	3
4	Foreman - Qualification = Dip. In Civil Engineering or Equivalent	7	3
5	Material Controller – Qualification = Dip. In Logistics or Equivalent	5	3
5	Site Surveyor - Qualification = Diploma in Surveying	5	5

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

6. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavator	1
2	Dump Truck	2
3	Concrete Mixer	4
4	Concrete vibrators	5
5	Reinforcement bending tools	2
6	Wood Cutting Machine	2
7	Compressor	2
8	Drill Bit	3
9	Multi-meter	2
10	Spanner Set	3

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

Section IV - Bidding Forms

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Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of MOF]*

- (a) We have examined and have no reservations to the Bidding Documents;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the MOF based on execution of a Bid Securing Declaration in the Federal Government of Somalia in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: **[insert a brief description of the Works]**;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]**;
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: **[Specify in detail each discount offered.]**
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: **[Specify in detail the method that shall be used to apply the discounts]**;
- (g) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted in accordance with ITB 7;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is not subject to, ineligibility under the Federal Government of Somalia country's laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity;¹⁷
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* ***[insert complete name of person signing the Bid]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

¹⁷Bidder to use as appropriate

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Schedules

Bill of Quantities

PROPOSED REGIONAL LAW COURTS IN KISMAYO, SOMALIA - LOWER JUBBA REGION

The complete set of Bill of Quantities for the works are part of the bid documents.

1. Sample Bill of Quantities¹⁸

[illegible]

Sample Activity Schedule

[illegible]

¹⁸ In case of Lump Sum Contract, use Sample Activity Schedule.

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The MOF should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Total Bid Price (TBP) $\frac{100 \times C}{TBP}$
Local currency _____		1.00		
Foreign Currency #1 _____				
Foreign Currency #2 _____				
Foreign Currency #3 _____				
Total Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
TOTAL BID PRICE (Including provisional sum)				

Schedule(s) of Adjustment Data

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ____* B: ____* C: ____* D: ____* E: ____*
Total					1.00

[* To be entered by the MOF. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency

Name of Currency: _____

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ____* B: ____* C: ____* D: ____* E: ____*
Total						1.00

[* To be entered by the MOF. Whereas “A” should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the MOF]

Invitation for Bids No: *_[Insert reference number for the Invitation for Bids]*

Date:*[Insert date of issue]*

BID GUARANTEE No.:*[Insert guarantee reference number]*

Guarantor: *_[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the

Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of MOF]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of MOF]* as Obligee (hereinafter called “the MOF”) in the sum of *[amount of Bond]*¹⁹*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the MOF dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the MOF during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the MOF up to the above amount upon receipt of the MOF’s first written demand, without the MOF having to substantiate its demand, provided that in its demand the MOF shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the MOF at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

¹⁹ The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of MOF]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid;
or
- (b) having been notified of the acceptance of our Bid by the MOF during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____ *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *insert complete name of person duly authorized to sign the Bid*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above _____ *[insert signature of person
whose name and capacity are shown above]*

Date signed [insert date of signing] day of [insert month], [insert year]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

****:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid[*Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.*]

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of MOF	
	Address of MOF	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present MOF

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI -1.1: Bidder Information Form

Date: _____
NCB No. and title: _____
Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not dependent agency of the MOF
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.
- ☐ In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
		Contract Identification: Name of MOF: Address of MOF: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

Form CCC: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	MOF, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____ ICB NO and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements²⁰ for the _____ years required above; and complying with the requirements

²⁰ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of MOF: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of MOF: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of MOF: _____ Address: _____	

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$ *	
If member in a JV or sub-contractor, specify participation in total Contract amount			*	
MOF's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience
(cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name²¹ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

Sub-contractor's Name (as per ITB 34.2 and 34.3): _____

All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
MOF's Name:				

²¹ If applicable.

Address:	
Telephone/fax number	
E-mail:	

	Information
MOF's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in UN-financed Procurement

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: as a matter of law or official regulation, the Federal Republic of Somalia prohibits commercial relations with that country, provided that the Federal Republic is satisfied that such exclusion does not preclude effective competition for the provision of supplies or related services required;

Under ITB 4.7(b) and 5.1: by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Federal Republic of Somalia prohibits any import of good from that country or any payments to persons or entities in that country.

Section VI. Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

“Fraud and Corruption:

1.16 It is the UN’s policy to require that MOFs (including beneficiaries of UN loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of UN-financed contracts. In pursuance of this policy, the UN:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:**
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a UN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the UN’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;**
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the MOF or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the**

implementation of the contract in question, without the MOF having taken timely and appropriate action satisfactory to the UN to address such practices when they occur, including by failing to inform the UN in a timely manner at the time they knew of the practices;

- (d) will sanction a firm or individual, at any time, in accordance with the prevailing UN's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a UN-financed contract; and (ii) to be a nominated;
- (e) will require that a clause be included in bidding documents and in contracts financed by a UN loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the UN to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the UN."

PART 2 – Works Requirements

Section VII - Works Requirements

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Specifications

BUILDING AND MISCELLANEOUS WORKS

GENERAL

This part of the specifications refers to all builders works incidental to any building and other miscellaneous items. Clauses elsewhere in the specification shall also be followed where relevant. Throughout the Drawings and Specifications all references to Standard Specification shall be deemed to be the latest edition of the Standard to which the clause refers at the time of tendering. No allowance shall be made for the Contractor's lack of knowledge in this particular respect.

This specification is to be read in conjunction with other parts covering the entire work.

Demolition

Any demolition of existing buildings or parts thereof shall be carried out in an approved manner so as to minimize the risk of damage to other structures in the vicinity. Method to be used shall be approved by the Resident Engineer. Demolition shall on no account exceed the limits indicated on the Drawings or as may be directed and before carrying out any demolition the Contractor shall confirm such limits with the Resident Engineer.

Material for Re-Use or Disposal

All material from demolitions required for re-use shall be carefully set-aside clear of the works and in a manner so as to avoid any inconvenience. The Contractor shall remove from site and dispose of all demolition materials not required and approved for re-use.

FOUNDATIONS

General

The protective layer above foundation level in normal material shall not be removed until directly before the Contractor is ready to cast building concrete. If the Contractor is permitted to trim a foundation in advance of placing blinding concrete then the foundation shall be protected against ingress or evaporation of moisture by approved means.

Blinding

No concrete or other material shall be placed until the formation has been examined and approved. Due notice shall be given to the Resident Engineer to enable him to examine the formation. Where applicable, blinding concrete shall be laid immediately following the Resident Engineer's approval of the formation. The specified area of the bottom of the excavation shall be blinded with a layer of 1: 3: 6 by volume concrete, or as otherwise specified of the thickness shown on the Drawings or described in the Bill of Quantities.

During 24 hours after the blinding concrete is placed no further work 'shall be carried out in the excavation, except for drainage of water.

Hardcore

Hardcore shall be leveled, watered, well packed, rammed and where possible rolled with a 5-ton roller. Where rolling is impossible compaction shall be by hand or by mechanical tampers. Before any concrete is laid on hard-core, the hard-core shall be leveled and blinded with fine stone chippings, rolled and watered as necessary. All work with hard-core shall be to the Resident Engineer's approval. Hard-core filling is measured after compaction.

Damp Proof Course

Damp proof course felt shall be bitumen impregnated and complying with the requirements of BS743 unless otherwise specified. Impermeable plastic sheeting as described in the Contract shall comply with BS 4646. Damp-proofcourse bituminous felt free from tears and holes shall be lapped 150mm at running joints and for full width of wall at angles and intersections and bedded on and including a 12mm leveled screed of cement mortar.

If so specified on the Drawings or elsewhere in the contract the felt shall protrude from the outer face of the wall to form an anti-ant lip. Polythene vapor barrier of sheeting as specified in the contract shall, unless otherwise specified, be laid on a formation blinded with 25mm thickness of sand. The joints shall be made with a suitable adhesive in a weltd lap joint.

Insecticide Treatment

Generally all white ants' nests shall be destroyed within the perimeter of the building(s) and within 20 meters of the building(s). Queen ants shall be taken out and destroyed, holes and tunnels impregnated with insecticide and voids filled with approved material. Where an ant-proof course is specified it shall be made by application of Rentokil Termite Soil Concentrate or approved equivalent - diluted one part concentrate to forty parts Water by weight.

The solution shall be applied at a rate of 5 liters per m² to the whole area of the building immediately before (36 hours maximum) the concrete is poured. Additionally 5 litres per running meter shall be applied to all critical areas such as both sides of wall foundations, piers and porches. Treatment shall not be made when the soil is excessively wet. Precautions shall be taken to prevent disturbance of the treated areas before they are covered.

WALLING**Walling General**

All walls shall be carried up evenly with uniform joints. Any wall or partition necessarily left at a different level must be raked back. No part of a wall may be carried up more than 1.0 meter higher at one time than any other part, and in such cases the jointing shall be made in long steps. All perpendics, reveals, quoins, internal angles etc. shall be kept strictly true and square and levelled round. All walling shall be plumbed vertically. All faces of walls to be plastered are to have all projections dressed off and the joints raked out as key for plaster. Bricks, blocks and stones shall be laid true horizontal in mortar properly bedded and jointed, all joints filled with mortar at every course. Blocks and stones shall be well wetted and top of wall wetted and raked back before laying a new course. Blocks and stonework shall be staggered so that no vertical joint in any one course is within approx. 12.5cm of a similar joint in the courses immediately above and below. Unless otherwise specified joints shall be 10-12mm thick.

Unless otherwise specified walls of less than 22.5cm thickness shall be reinforced with one row of 20 gauge hoop iron 25mm wide built into every third course. All reinforcement shall

be laid for the full length of the course, lapped 30mm and crimped at running joints, well lapped at junctions and carried at least 120mm into abutting walls at intersections. Putlog holes and beam filling Holes for timber built into or passing through a wall shall be squared out to suit the timber size and angle and lined with 3 ply roofing felt cut flush to finished wall surfaces. Putlog holes shall not be less than one course deep before filling to suite timber. Where shown on the Drawings, walls are to be carried up to the underside of the roof sheets and are to be cut on the top edge to suite roof slope and flushed up in cement mortar.

In the case of walls receiving plaster, or other facings, putlog holes must be filled before any facing is applied and prices must include for additional cost of free standing scaffolding as necessary thereby.

Stone Walling

The masonry stone strength characteristics shall be as specified. The following strength Classifications shall apply:

- i. Class B – Minimum compressive strength of 3.5 N/mm²
- ii. Class A1 – Minimum compressive strength of 7.0 N/mm²
- iii. Class A3 – Minimum compressive strength of 10.5 N/mm²

Sound and hard stones free from defects and with each surface at right angles to all adjoining surfaces shall be bedded and jointed in cement mortar 1:3 by volume. Joints shall be flushed up and grouted solid as the works proceed or pointed as required.

Concrete Block Walling

Manufacturing of concrete blocks shall be by using an approved block-making machine and shall meet the crushing strengths specified. When produced on site the Contractor shall be solely responsible for making test blocks and experimenting with locally available or if necessary imported materials to ascertain what mix will be necessary to attain the required strength. The mix shall contain not less than one part of cement to nine parts of aggregate by volume. The maximum size of aggregate should not exceed over 7mm unless otherwise specified.

Manufacture shall be carried out under shelter and after casting the blocks shall be carefully deposited on edge on racks under sheds and left for 3 days during which period they shall be kept constantly wet. After that the blocks shall be placed on edge on racks in the open and protected by sacking or other approved covering and kept wet for a further 5 days. Then the blocks shall be left in the same position without wetting for a further 20 days.

Where required for bonding purpose -made half or three-quarter length blocks shall be used. Cutting of blocks to obtain bond will only be permitted where expressly allowed by the Resident Engineer. Should the Contractor obtain blocks from local manufacturers or suppliers he shall be responsible for ensuring that the blocks supplied are of such quality as to meet the specified requirements. The Resident Engineer shall select test samples at random from the site or supplier. No work with concrete blocks shall commence prior to a test report being presented to and accepted by the Resident Engineer.

Concrete blocks shall be bedded and jointed in cement mortar or gauged line mortar as specified in the Contract and composed as described in contract. All blocks shall be handled and stacked with care. No broken block or block of improper quality may be used.

Brick walling

Only hand stacking and off-loading of facing and Resident Engineering bricks will be permitted whether at the place of manufacture, in transit, or at the site unless palletized. Brickwork shall be in accordance with the recommendations of BS 5390. All brickwork shall be executed in the bond and built to the dimensions shown in the Contract. In the absence of specific instructions, brickwork one brick thick and over shall be in English bond.

No half bricks or bats shall be used, except where necessary for bonding. Mortar to be used shall be of type and composition as specified in the Contract.

STRUCTURAL TIMBER

All timber shall be sound, thoroughly seasoned, free from sapwood, shakes, cracks, splits, large loose or dead knots, boxed heart, waney edges, insect attack, fungus growth or

other defects. Timber shall be straight and true; any warped or twisted timber will be rejected. Moisture content shall not exceed the recommendation given in BS 1186.

Unless otherwise specified all timber to be incorporated in the work, but excluding timber to be oiled or varnished, shall before delivery to the site be pressure impregnated with Preservative according to BS 5268: Part 5. In so far as possible cutting and shaping of the timber shall be completed before preservative treatment is carried out.

ROOFING

Corrugated Sheet Roofing

a) General

All corrugated roof sheeting shall be laid and fixed strictly in accordance with the manufacturer's printed instructions. Holes for fixing bolts and screws shall be prepared in crowns of corrugation. Holes in asbestos and plastic sheets shall be drilled 1.5mm larger than the bolt or screw to be used. Holes in galvanized steel sheets shall be punched from the underside.

Fixing to timber shall be by galvanized gimlet pointed screws and to concrete and steel by galvanized hook bolts and nuts. No drilling of steel or concrete members is allowed. Unless otherwise specified bolts and screws to angular and large section corrugated sheets shall be of 8mm diameter and to small section corrugated sheets of 6mm diameter. All fixing bolts and screws shall be fitted with approved washers suitable for the profile in use and shall be in accordance with BS 1494: Part 1.

End laps shall be minimum 150mm and side laps minimum 1 or 1½ corrugation, depending on sheet corrugation. The open joint of the side lap on the surface shall be placed away from the prevailing wind. Sheets shall be fixed at eaves and end laps with 2 fixings per sheet width and at intermediate supports with one fixing per sheet width. Accessories shall be fixed in accordance with the manufacturer's recommendations.

No person shall be allowed to go on to the roofing without using crawling board.

b) Galvanized steel corrugated sheeting

Galvanized steel corrugated sheeting shall be in accordance with KS 06-02 and not less than 0.56mm thick. Before laying it shall be ensured that the sheets are free from twists and buckles and that the galvanizing is free from any defect and firmly bonded to the steel. All necessary ridges, valleys, flashings and the like of the same profile and quality as the roofing sheets shall be available. Unless otherwise specified connection to square abutment shall be formed by flattening two corrugations without damaging the galvanization and turning up 150mm against abutment allowing for thermal movement.

c) Translucent sheeting

Glass fiber reinforced translucent plastics to BS 4154 shall be of approved manufacture and satisfying any requirements specified for fire resistance. Sizes and profiles shall match those of the roofing sheets in use.

Tile roofing**a) Underlay**

Reinforced roofing felt to BS 747 or Polythene, 500 gauges to BS 3012, as specified in the contract, shall be laid parallel with eaves lapped 150mm horizontally and 300mm vertically and nailed to each rafter at centers not exceeding 300mm. At hips 600mm wide strips shall be laid and fixed to overlap general underlay. At valleys 600 wide strips shall be laid and fixed to underlay general underlay. Underlay shall be nailed to top of fascia.

b) Battens for tiles or cedar shingles

Battens for concrete and clay tiles shall be set out to the gauge recommended by the tile manufacturer with a minimum headlap of 75mm and so that each roof slope consists of complete tiles without cutting at ridges and eaves. Battens for cedar shingles shall be set out to a gauge not exceeding 125mm for 400mm long shingles and not exceeding 150mm for 475mm long shingles. Batten shall be 50x25mm sawn pod carpus treated with preservative and not less than 1200mm long. They shall be nailed through the underlay to each rafter and butt jointed at rafters.

c) Laying and fixing tiles

Generally, tiles shall be laid and fixed in accordance with the manufacturer's recommendations. Tiles shall be nailed or wired to battens every third course and nailed to

battens at eaves, verges and at the top course beneath the ridge. Where so specified clips shall be used to fix tiles to battens. Left hand verges shall be formed with special tiles, right hand verges with standard tiles. Both bedded in mortar on an asbestos cement sheet under cloak projecting 40mm from the face of the wall below.

At ridges and hips the tiles shall be jointed and the edges bedded in mortar. Hip tiles shall be nailed to battens and a hip-iron screwed to the hip rafter at the bottom of each hip. Valleys to roofs more than 30 degrees pitch may be formed with proprietary valley tiles and roof tiles cut to rake and bedded in mortar.

Valleys to roofs 30 degrees pitch and less shall not be formed with valley tiles. The valley shall be formed with 13mm timber covered with sheet metal as specified, which is dressed up under the tiles. Tiles shall be cut to rake and bedded in mortar leaving a 120mm wide valley.

Tiles shall be cut closely to abutments and cover flashings shall be dressed down over raised contour of adjacent tiles. All glass tiles shall be wired to battens.

d) Laying and Fixing of Cedar Shingles

Shingles shall be laid with a gap of 3mm between adjacent shingles in the same course. At eaves, an under course of full length shingles shall be laid and covered by a course of shingles laid with at least 40mm side lap. The following courses shall be laid to a double headlap of at least 125mm for 400 long shingles and 150mm for 475mm long shingles. Each course shall have a side lap to the proceeding course of at least 40mm.

Shingles shall be fixed with nails to battens at every course using two nails per shingle through pre-drilled holes positioned 15 to 20mm from the edge. Nail-heads shall not be driven into shingles. Ridges shall be of galvanized mild steel. Both wings shall be nailed to shingles with galvanized steel nails at centers not exceeding 400mm. Extra wide shingles shall be used at hips and valleys. They shall be cut neatly to rake and fixed with two nails per shingle. Valleys shall be 120mm wide.

WOODWORK

General

All timber for permanent work shall, before use, be approved by the Resident Engineer for quality in accordance with the specification for its respective grade. Carpentry work shall be left with sawn surface unless specified to be wrought. All timber shall be as long as possible and practicable to eliminate joints. Scaring will only be permitted when necessary and then in positions and by methods approved by the Resident Engineer. The whole of the joiners shall be cut and framed together as soon after the commencement of the work as possible. Prepared woodwork shall be stacked under cover on or near the site where it is to be used.

All timber work not of the quality and class specified, or which is split, fractured, shrunk at the joints, or shows any defect or unsoundness, want of seasoning or bad workmanship shall be removed and put together a new, or replaced by new material as the Resident Engineer may direct. Carpenter's work shall be framed and trussed in the best possible manner and fitted with all necessary wrought iron ties, straps, bolts, screws etc. As shown on the Drawings or as directed.

Timber cut after preservative treatment shall have additional treatment with two coats of approved wood preservative to the cut surfaces before being finally fixed in position. All shavings, cuttings and other rubbish shall be cleared out and removed from premises. Where carpenter's and joiner's work is being carried out and every care shall be taken that no debris is left in the roof space.

Should any of the permanent timber work shrink, warp, or develop any other defects within twelve months after completion of the works, the same shall be removed and new fixed in its place together with all other work which may be affected thereby, all at the Contractor's cost and expense. Any fixed joinery which in the opinion of the Resident Engineer is liable to become bruised or damaged in any way, shall be completely cased and protected by the Contractor until the completion of the works.

Setting Out

All joiner's work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints, iron work and other works connected therewith fully delineated. Such setting out must be shown to the Resident Engineer and approved before such respective works are commenced.

Finish and Protection

All exposed surfaces of joining work shall be wrought and all arises "eased off" by planing and papering to an approved finish suitable to the specified treatment.

Only brads shall be used for exposed woodwork, punched well below the surface and the holes stopped up. On no account must flat-headed nails be used on exposed woodwork. Manufactured units to be painted shall be primed at the place of manufacture with an approved wood primer, after inspection and approval. The primer shall be applied by brush in an adequate and uniform coat to all surfaces including those to be bedded in. Faces to be built into or in direct contact with block work or concrete shall be thoroughly brush coated with two coats of approved wood preservative.

Joinery

Workmanship for joinery shall unless otherwise specified comply with BS1186. All joiner's work shall be properly framed together, mortised, tenoned, housed, shouldered, dovetailed, notched, pinned, bradded etc. as directed and to the Resident Engineer's satisfaction and all properly glued up with the best quality glue.

Joint in joinery must be as specified or detailed and so designed and secured as to resist or compensate for any stresses to which they may be subjected. Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where sealed joints are required. Glue for load bearing joints or where conditions may be damp must be of the resin type. For non-load bearing joints or where dry conditions may be guaranteed casein or organic glues may be used.

No nails, screws or bolts are to be fixed in any split end. If splitting is likely, or is encountered in the course of the work, holes for nails must be bent at right angles to the

grain. Lead holes are to be bored for all screws. When the use of bolts is specified the holes are to be bored from both sides of the timber. Nuts must be brought up tight but care is to be taken to avoid crushing of the timber under the washers.

Bolts passing through timber shall have washers under heads and nuts. Bolts shall project at least two threads through nuts.

Ceiling Joists, Rendering and Ceilings

Where ceilings are shown on the Drawings, ceiling joists shall be fixed at 600 cm centers and round walls and the undersides shall be perfectly level. The banding is to be 50 x 50 mm fixed to the ceiling joists and level with the underside of the joists at 60.0 cm centers maximum. Cutting and fitting at trusses shall be included in the rates.

Unless otherwise specified ceilings shall be formed of approved insulation board not less than 12.5 mm thick. The boards shall be fixed to banding in symmetrical pattern with edges chamfered to form “V” joints, all to the approval of the Resident Engineer. The underside of projecting eaves to buildings with ceilings shall be bat proofed by means of 50.8 x 25.4 mm wrought iron framing filled in with stout galvanized coffee tray Mesh. The framing shall be nailed on one edge to ends of rafters to butt up to fascia board and on other edge 50.8 x 25.4 mm sawn podo bearers plugged to wall.

Wooden Doors, Frames and Shelves

a) Flush doors

The materials used in the construction shall be in accordance with B.S. 459: Part 2. Flush doors shall be obtained from an approved manufacturer and sizes of members and methods of construction shall be to the Resident Engineer's approval.

Flush doors shall be 50mm thick overall faced both sides with 3mm ply plywood and lipped on all edges with 10mm hardwood. External doors shall be faced with exterior quality plywood both sides assembled with waterproof adhesive to type MR of B.S. 1203 or equal approved. All doors shall have suitable blocking pieces for door furniture.

b) Ledged, braced and battened doors

These shall be constructed in softwood herein before described with three 30mm x 150 mm ledges and two 30mm x 150mm braces covered one side with 25mm tongued and grooved and

“V” jointed both sides battens the ends of the ledges set aback 15mm from the edge of the door and each board twice screwed to ledges and three times screwed to each brace with brass screws.

They shall be fitted with tee hinges and rim lock.

c) **Frame, ledged and battened doors**

These shall be constructed in softwood as described with 50mm x 100mm finished stiles and top rail, 25mm x 150 mm centre and bottom rail and two 50mm x 100mm braces all framed together and filled in on one side with 25mm tongued grooved and ‘v’ jointed both sides battens, “V” jointed all round one face and housed to stiles. The bottom rail shall be set 20mm above the bottom of the door and each board shall be twice screwed to rails and thrice screwed to braces with brass screws.

They shall be fitted with tee hinges and rim lock.

d) **Door Frames**

Doorframes shall be cedar 101.6 x 76mm rebated and moulded frames.

e) **Architraves**

The finishing to door frames to all doors shall consist of 76.2x 19mm wrought cedar splayed architraves plugged to walling and mitred at all angles. Where the door frame is set against the face of the wall or where there is insufficient room for the architrave the finishing shall consist of 19mm wrought quadrant moulding planted on the frame.

f) **Wooden Shelves**

Slotted shelving shall consist of 50.8 x 25.4 mm wrought podo slots 19mm apart screwed to bearers. All board shelving exceeding 22.5cm width shall be cross tongued. Block board shelving shall be 25.4 mm thick with hardboard or soft board veneer as stated or shown on Drawings and with 12.7 x 25.4 mm softwood or hardwood edge strip to match tongued in all edges and the shelving screwed to bearers.

IRONMONGERY AND OTHER FITTINGS

Ironmongery General

All Ironmongery shall be approved by the Resident Engineer. The approved samples shall be regarded as the standard for work. All Ironmongery, locks and fittings shall be with screws, etc. to match.

Locks

All external doors shall be provided with approved locks of cylinder mortise type and shall have a sufficient number of differs to ensure that no two external locks of the same Contract may be opened with the same key. Master key shall be provided. All internal doors shall be provided with approved latch locks, and handles. All locks shall have two keys with attached labels with door references.

Fittings

Rubber doorstops of 40mm diameter shall be provided at all doors.

Standard, fittings to be supplied and installed:

At W.Cs: Chromium plated or recessed glassware toilet roll holder.

At Basins or sinks:

- 600mm long chromium plated towel rail with brackets.
- Mirror size 450 x 600mm with chromium plated dome headed screws.
- Chromium plated hat and coat hook

At Showers and Baths:

- 600mm long chromium plated towel rail with brackets
- Chromium plated or recessed glassware soap tray.
- Chromium plated hat and coat hook.

Steel Windows

Windows shall be in accordance with BS 990: "Steel windows generally for domestic and similar buildings". They shall be delivered to Site with red oxide dipped finish. Unless otherwise specified all windows shall be burglar proofed in an approved manner and fly proof screws shall be provided to all opening windows in staff housing.

Stays and Fasteners

Windows stays and fasteners shall be made of bronze and shall be obtained from approved source. Samples shall be submitted before ordering and the articles ordered shall match up with approved samples. Screws of a like metal shall be used for all fittings.

SURFACE FINISHING

General

The Contractor shall prepare sample areas of the screeds, pavings and plastering as directed until the quality, texture and finish required is obtained and approved by the Resident Engineer, after which all work executed shall conform with the respective approved samples.

Plaster Work

All surfaces to be plastered or rendered shall be clean and free from dust, grease and loose projecting material. The surface shall be such as to provide a sufficient key for the plaster. Surfaces to receive plaster shall have the suction correctly adjusted by wetting with clean water.

No plastering shall take place until all chases for services have been cut, services installed and chases made good. On no account may finished plaster surfaces be chased and made good. Number of coats and coat thickness shall be as specified in the Contract. The surface of a coat to receive another coat shall be scored to form a key between them. No plaster shall be added to previous coats which are less than three days old and drying shrinkage is substantially completed.

All cement pavings and plaster shall be kept continuously damp in the interval between application of coats and for seven days after the application of the final coat. Rendering and plastering shall be finished plumb, square, smooth and even. The finished surface shall be worked with proper metal floats and the face left with an even polished surface.

All work shall be to approval and any not complying with specifications or directions shall be hacked away and replaced at the Contractor's expense. The treatment of concrete surfaces with a cement-bonding agent will only be allowed with the Resident Engineer's written permission. On no account shall plaster of parts be used to effect repairs.

Cement Paving's and Screeds

Cement paving and screeds shall consist of cement and sand unless otherwise specified in the proportion 1:2 by volume. They shall be laid in panels with a detailed pattern approved by the Resident Engineer and unless otherwise directed finished with a steel trowel. Where specified as waterproof an approved waterproofing compound shall be added to the Where cement paving's or screeds strictly in accordance with the manufacturer's instructions.

Practicable, screeds are to be laid while the concrete is still green. When this is not practicable the concrete is to be well washed and brushed perfectly clean with a steel wire brush, to remove all laitance and to give a roughened face as a key and then kept wet for at least seven days before the screed is laid. On the day of laying the surface is to be only damp with all surplus water removed and has to be painted with cement and sand mix 1:1 grout immediately before commencing laying of the screed. The grout is to be applied continuously in front of the screed and not in large areas that will dry out before the screed is applied.

Screed and paving shall be projected during the first stage of hardening from the harmful effects of sunshine, drying winds, rain or water. In exposed positions the screed and paving shall be covered with a well wetted layer of sawdust, hessian or other approved material and this layer shall be damp for at least seven days, during which period no traffic is to be allowed over the screed or paving. The work shall further be protected against damage to the satisfaction of the Resident Engineer until the Works are handed over to the MOF.

Surface Treatment of Concrete Floors and Slabs

a) Steel trowelled finish

Surfaces of beds and slabs to receive this flexible sheet and tile pavings bedded in adhesive and seatings for beaming plates and the like where the metal is in direct contact with the concrete shall have a hard smooth steel-trowelled finish. Trowelling shall not commence until the moisture film has disappeared and the concrete has hardened sufficiently to prevent excess laitance from being worked to the surface. The surfaces shall be trowel led under firm pressure and left free from trowel marks.

b) Floated Finish

Surfaces of beds and slabs to receive mastic pavings or block or tile pavings bedded in mastic and exposed surfaces of pavings where a hard smooth steel trowelled surface is not required shall be floated finished. Floating shall be done only after the concrete has hardened sufficiently and may be by hand, by wood float, or machine. Care must be taken that the concrete is worked no more than is necessary to produce a uniform surface free from screed marks.

c) **Screeded Finish**

Surfaces of roads or of foundations bed slabs and structural members to be covered by backfill, subsequent stages of construction, bonded concrete topping or cement mortar beds to receive pavings and on exposed surfaces of paving where a superior finish is not required shall be of screeded finish. This is also the first stage for finishes described under a) and b) above. The finishing operations will consist of levelling and screeding the concrete to produce a uniform, plain or where so directed ridged surface, surplus concrete being struck off by a straight edge immediately after compaction.

d) **Tolerance**

Tolerances regarding departure from alignment and grade as shown in the contract are for surfaces as described under a) and b) $\pm 3\text{mm}$ and c) $\pm 10\text{mm}$. The tolerance in deviation from 2 meters template in long dimensions is likewise for a) and b) $\pm 3\text{mm}$ and for c) $\pm 10\text{mm}$.

e) **Special Surface Treatment**

Concrete floors may be provided with a granolithic or terrazzo-wearing surface as detailed on the Drawings and the Bill of Quantities. Prior to the laying of any wearing surface all pumps and associated control gear and equipment shall be installed and tested and all areas to receive wearing surface cleaned and washed and all oil and grease removed.

- Granolithic wearing surfaces shall consist of two parts cement and five parts of aggregate by volume and shall be finished with a smooth trowel led surface. The granolithic hardener shall be applied and treated in strict accordance with the manufacturer's

instructions. The surface shall be kept damp and protected as for screed and paving. Where so directed a non-slip finish shall be made by sprinkling carborundum(1.35 kg per m²) over the surface before it has set and trowelling well in.

- Terrazzo floor shall be laid in accordance with BS 204. The work shall unless otherwise stated in the contract be carried out by an approved specialist Sub-contractor employing labor skilled in terrazzo.

Tiling

a) Wall tiling

Wall tiling shall be in accordance with BS CP 212. Where glazed wall tiles are to be used the walls shall first be well cleaned and all dust and loose or projecting mortar removed. Walls shall then be well soaked and a 16mm screed of 1:3 mortars applied and the surface scratched with a metal comb to provide a key. Tiles shall be well soaked in water and a layer of 1:2 cement mortar 6mm thick plastered on to the wall and tapped home. Joints, 3mm wide, shall be neatly pointed with white cement and left slightly recessed. Horizontal and vertical joints shall be straight. Cope tiles and cove tiles shall be used as necessary.

b) Floor Tiling

Floor tiling shall comply with BS CP 202. Thermoplastic tiles shall be laid in accordance with the manufacturer's instruction. Terrazzo tiled floors shall consist of precast terrazzo tiles of approved size, color and texture. Areas of floor to be terrazzo tiled shall be clean and free from dust and other foreign matters, well wetted with clean water and screened with a 20 mm thick 1:6 cement and sand mortar.

Tiles shall be well soaked in clean water and, whilst the screed is still green, laid on a 6mm thick bed of 1:3 cement and sand mortar to the levels shown on the Drawings. All joints shall be filled with a 1:1 cement and sand grout. After lying, the surfaces of the tiles shall be thoroughly cleaned to the satisfaction of the Resident Engineer. Thereafter, terrazzo tiled floors shall be ground off to the satisfaction of the Resident Engineer and shall be protected until the work is handed over to the MOF. At junctions of floor tiling with walls, plinths etc. coved tiles shall be used.

PAINTING

The Contractor shall supply all paints, primers, varnishes, distemper, and oil etc., ready mixed in original sealed containers bearing the brand maker's name identifying the contents and giving directions for its proper use. They shall be used strictly in accordance with the manufacturer's instructions. Painting materials shall be of the best quality products of recognized manufacturers, and shall be subject to the approval of the Resident Engineer. Painting materials shall not be diluted but two different original paints may be mixed to produce the required color when not available by it, and this shall be done according to the Resident Engineer's instructions.

All surfaces to be painted shall be adequately cleaned and prepared to the satisfaction of the Resident Engineer and shall be dry prior to being painted. The paint shall be well and evenly brushed on, the brushes used being of the correct sizes for the work. One coat shall always bellow to dry thoroughly and sufficiently harden before the next coat is applied.

For painting done in several coats each shall be of a different shade or color from the others. Any cracks in walls shall be cleaned, filled and puttied up then left to dry before application of paint. Any cracking in timber shall receive putty and shall be smoothed by sand paper before application of paint. All hardware and furniture for doors and windows, together with any exposed electrical installations in walls shall be removed before paintwork commences. Upon completion of all paintwork all such hardware and furniture etc. shall be re-installed and left in good working order.

Floors, walls and adjacent items shall be covered as protection against staining by paint. If in the opinion of the Resident Engineer any painting is unsatisfactory the surface shall be cleaned and repainted. All colours shall be approved by the Resident Engineer. Timber shall be well rubbed with sand paper until it is rendered smooth. All timber shall be painted with an undercoat of ready mixed oil paint. When dry, the undercoat shall be well rubbed down with sand paper. A second coat of the same ready mixed oil paint shall be applied. A final coat of gloss paint shall be applied leaving no brush traces or irregularities.

Non-galvanized steelwork and metalwork shall be rubbed and cleaned by wire brushes and in addition to any shop prime coat shall be primed with red lead of the best quality, followed by a coat of oil paint used for metal works and two coats of medium oil alkyd enamel. All ceilings and rendered walls of buildings, both internal and external shall be painted with emulsion paint. Where surfaces show salt deposits or efflorescence, the Contractor shall carefully neutralize them with a solution of 2 kg of zinc sulphate crystals dissolved in 5 litres of water brushed on and left to dry. Emulsion paint shall be polyvinyl acetate (PVA) type obtained from an approved manufacturer and shall be applied strictly in accordance with the manufacturer's recommendations. Emulsion paint shall be applied in one primer and two finishing coats.

PLUMBING

Plumbing General

The plumbing shall be carried out only by person(s) holding a current license issued by the licensing authority and in strict accordance with the Local Authorities' by-laws and to the satisfaction of the Resident Engineer. Before commencing of the fixing, pipes and fittings shall be set out in the positions shown on the Drawings for the approval of Resident Engineer. Pipes shall be positioned to sufficient falls to prevent air locks and to enable the system to be drained through the draw-offs and drainage taps provided. Provision for thermal movement shall be made.

The Contractor shall be responsible for providing, inspecting, cleaning, storing, fixing and testing of all the plumbing material. On completion, the whole of the plumbing work shall be tested and the water distribution system sterilized to the satisfaction of the Resident Engineer and in accordance with his instructions. Any materials or workmanship not to his satisfaction shall be replaced or re-executed all at the Contractor's own expense.

All fittings shall be protected against misuse by workmen employed on the building works and any defective, soiled or broken fittings shall be replaced at the Contractor's own expense. Fittings shall generally be to the appropriate British Standard and shall be of a type, quality and manufacture specified in the Drawings and Bill of Quantities and approved by the Resident Engineer.

Pipes shall be in the maximum lengths possible to avoid unnecessary jointing. Bending of pipes shall not be carried out on site unless approved by the Resident Engineer and recommended by the manufacturer of the pipe. Half hard light gauge copper pipes but not hard drawn thin wall pipes may be bent on an approved machine to an internal radius not less than eight times the outside diameter of the pipe.

Unions shall be incorporated in the water supply system in order to facilitate easy repair and augmentation to the system. All cutting shall be clean and square and made by equipment appropriate to the material. No burrs, feathers or joining material shall be allowed to project into the bore of the pipe.

The tubing for hot and cold water services, waste and overflow pipes etc. Is in this Specification generally described as for galvanized mild steel tubing. The Contractor may use copper tubing in place of galvanized tubing for cold water services. However if copper tubing is adopted the Contractor is deemed to have allowed in the Tender for copper to copper couplings, bends, tees etc. and copper to iron couplings.

Installation, Fixing and Insulation

a) Workmanship generally

Piping within the building shall generally be accessible for inspection, replacement, repair and operation. Access for cleaning the whole of every run of wastepipe and soil pipe shall be provided using proprietary access fittings. Cutting, chasing or notching any part of the structure is not allowed unless the prior approval has been obtained from the Resident Engineer.

Pipes shall be temporarily sealed off to prevent the entry of foreign-matter into any part of the system. All access covers and cleaning eyes shall be fitted as the work proceeds. Sleeve pieces shall be used for the total thickness of walls or slabs through which pipes are passed. Pipes passing through walls and slabs shall be wrapped with a layer of inert material. Overflow pipes passing through walls shall run at a slight fall.

b) Joints and connections

Galvanized steel pipes with screwed sockets shall be screwed together using jointing compound or approved proprietary pipe thread tape. Long screws and any other untapered threads shall have yarn as well as jointing compound incorporated in the joint. Threads on pipes to be buried shall be thickly coated with bitumen.

Soil, waste and vent cast iron spigot and socket pipes shall be jointed with firmly caulked tarred yarn and caulked molten lead or fibrous lead yarn. Connection between steel and iron pipes shall be by copper unions or union ferrules for small bare pipes and by flanged connecting pieces for large bore pipes. Copper pipes above ground shall be jointed with capillary or non-manipulative compression fittings in accordance with manufacturer's recommendations.

Copper pipes below ground shall be jointed with manipulative compression fittings in accordance with manufacturer's recommendations. Copper pipe joints to iron or steel pipes in water supply systems shall be by copper unions or copper ferrules for diameters less than 38mm and by screwed, brazed or welded copper flange on copper pipe to steel flange jointed with copper alloy bolts and nuts for diameters of 38 mm and over.

Copper pipe joints to cast iron sockets in soil systems shall be with capillary or compression fittings to copper caulking bushes. The joint shall be caulked with yarn and lead or cold cementations caulking compound. Copper pipe joints to concrete, ceramic or asbestos cement sockets in soil systems shall be with copper sleeve brazed or soldered to copper pipe and jointed with yarn and cement sand mortar.

uPVC pipe joints shall be in accordance with the manufacturer's recommendations using either synthetic rubber ring system or solvent welding system. Adaptors supplied by the uPVC pipe manufacturer shall be used for connections to pipes of other material. Polythene pipes shall be jointed in accordance with manufacturer's recommendations. Connections to pipes and fittings of other material shall be in accordance with the recommendations of the manufacturer of the Polythene pipes. Elbows may only be used in pipes of 19mm diameter or less and not on hot water systems of any description.

Connection of steel pipes in water supply system to sanitary fittings shall be made with a 45cm length of half hard light gauge copper tubing bent to shape as required with copper to iron couplings at each end. Connection to copper pipe shall be with compression fitting. No lead containing compounds shall be used for joints and connections in drinking water systems.

c) **Fixing**

Generally pipes and fittings shall be securely fixed in accordance with their manufacturer's recommendations using fixing and fastenings appropriate to the location and material. All fixing shall be to the Resident Engineer's satisfaction.

Fixings shall be placed at each socket and at centres not exceeding 1800mm on pipes of asbestos cement, cast iron and galvanized steel. In chases the distance between centres shall not exceed 1300mm.

Galvanized mild steel pipes and copper pipes of small diameter shall be fixed at centres not exceeding 1200mm. Pipes requiring paint treatment or other protection coatings shall be fixed with a minimum clearance of 32mm from the face of the structure. Where so specified, pipe boards shall be supplied and fixed to the wall.

d) **Insulation**

Pipes placed in ducts under the floor shall be lagged. Where lagging is in danger of becoming damp it shall be painted or otherwise suitably protected. Where lagged pipes are mounted on painted walls etc. The lagging shall be wrapped in asbestos tape and painted to match the background.

e) **Ventilation of waste system**

At the head of each main drain a vent pipe of the full diameter of the main shall be fixed and brought up through the roof at least 450mm above eaves level. The vent pipe shall not be nearer any opening light or ventilator than 3 meters. The vent pipes shall be fitted with galvanized steel wire balloons or where plastics vent systems is used with suitable approved plastics balloons.

Where a pipe passes through a roof the Contractor shall provide a 24 gauge galvanized sheet metal flashing of approved size to suite the roof dressed tightly against pipe and over and under roof finish and sealed to the Resident Engineer's satisfaction.

f) Installation of Storage Tanks and Heaters

Tanks and cisterns shall be supported at points recommended by the manufacturer and to the approval of the Resident Engineer. Plastics tanks and cisterns shall be fully supported under the whole of the bottom area. Where tanks and cisterns are to be supported on continuous surfaces, even bearing plates shall be arranged. Installation of heaters and hot water cylinders shall be strictly in accordance with the manufacturer's instructions.

g) Installation of Rain Water Gutters

Fixing and jointing of gutters

Gutter brackets shall be fixed to timber by screwing and to block work or masonry by plugging and screwing. Gutters shall be fixed to falls not less than 10mm in 3 meters unless otherwise shown on the Drawings or directed by the Resident Engineer. Overlapping shall be in the direction of fall. Supporting brackets shall be fixed at centers not exceeding 900mm. Where asbestos cement gutters of valley, boundary wall and box pattern, are used the distance between centres of brackets shall not exceed 300 mm.

Asbestos cement gutters joints shall be bolted together tightened by either mastic, yarn gasket and mastic or rubber pads as recommended by the gutter manufacturer.

Light pressed steel gutters shall be jointed with mastic and bolted together. Plastics gutters Shall be jointed in accordance with the manufacturer's recommendations.

Fixing and jointing of pipes and fittings

Fixing and fastenings shall be appropriate to the location and materials. Pipes shall be fixed with a 40mm clearance to the wall faces unless otherwise shown on drawings or directed by the Resident Engineer.

Testing of rainwater goods installation

The testing shall be carried out under the supervision of the Resident Engineer and to his satisfaction. Records of all tests shall be kept. The Contractor shall provide clean water for

the testing. The tests shall show that gutters are laid to correct falls and that pipes and gutters are free from obstructions. Internal pipes shall also be tested for water tightness at a head of 1.5m water pressure. Defects shall be located and made good and retesting shall be carried out to the satisfaction of the Resident Engineer.

Sanitary fittings

Where directed or shown on the Drawings, the Contractor, shall supply, assemble and fix sanitary fittings as described below allowing for the provision of jointing material, mortises, plugs screws etc. Sanitary fittings shall be manufactured by manufacturer approved by the Resident Engineers.

a) Pedestal Type WC Suite (Low Level)

Pedestal type W.C suite comprising white glazed vitreous china pan to GS 5503 hinged block plastic seat to BS 1254 complete with rubber buffers white glazed vitreous 14 litre valveless flushing cistern to BS 1125 supported on pair of white porcelain enamelled brackets 40.0mm diameter white porcelain enamelled iron flush pipe with approved rubber cone joint to pan and chromium plated union to cisterns.

b) Pedestal Type WC Suite (High Level)

As above but with 'P' trap white glazed vitreous china pan and approved 9 litres plastics or other type cistern and all necessary fittings as directed by the Resident Engineer.

c) Squatting Type WC

Of approved manufacture 'With 9 litres cistern including all necessary fittings. The pedestal type pan shall be fitted above the floor level in all cases.

d) Washing Basin

White glazed basin to BS 1188 with combined waste and overflow complete with 12.7mm chromium plated pillar valve to BS 1010 marked "cold" fixed in tap hole provided, with fiber washer, chromium plated waste, rubber plug and chromium plated chain and stay, supported

on a pair of porcelain enamelled brackets. Where hot water system is included an additional valve marked 'hot' or a combination valve shall be connected.

e) **Stainless Steel Sink**

Stainless steel sink to BS 1244 with draining board, work slab and back ledge, overall size as specified in the Contract or as directed with combined waster and overflow and complete with 19mm diameter chromium plated pillar valve to BS 1010 marked "cold" fixed in tap hole provided with fiber washer, rubber plug and chromium plated chain and stay, fixed an angle iron brackets.

f) **Brackets and Supports**

Cantilever brackets and other supports for sanitary fittings shall be obtained from the supplier of the sanitary fittings in use and shall be of a size and pattern appropriate to the fitting and to the walls on which they are to be fixed. Purpose made metal support may be used only with the Resident Engineer's approval and shall then be fabricated as the Resident Engineer directs and to his complete satisfaction.

Testing of Plumbing

On completion of construction installations shall be tested as follows.

a) **Internal Water Service System**

All internal water service pipe system installed above ground shall be tested hydraulically for a period of 30 minutes to not less than two times the working pressure or for such period and to such pressure as specified in the Contract. If preferred, the Contractor may test the pipe lines in sections. Any such section found to be satisfactory, need not be the subject of a further test when the system has been completed, unless specifically instructed by the Resident Engineer. During the test, each branch and joint shall be examined carefully for leaks and any defects revealed shall be made good by the Contractor and the section re-tested at his expense. The Contractor must take all necessary precautions to prevent damage occurring to special valves and fittings during tests. Any item damaged must be repaired or replaced at the Contractor's expense.

b) **Soil, Waste and Ventilation System**

All soil, waste and ventilating pipe systems forming part of the above ground installation shall be given a smoke test to a pressure of 38mm of water gauge and this pressure shall remain constant for a period of not less than three minutes. This pressure and test duration may be varied as specified in the Contract. Water tests on above ground soil, waste and ventilating pipe systems will not be permitted. Pressure tests shall be carried out before any work which is to be concealed is finally enclosed.

Any defects revealed by the tests shall be made good by the Contractor and the test repeated to the approval of the Resident Engineer, all at the Contractor's expense. In all other respects, test shall comply with the requirements of BS 5572.

c) Operational Tests

Following satisfactory pressure tests on the pipe work systems, operational tests shall be carried out in accordance with the relevant BS Code of Practice on the systems as a whole to establish that special valves, gauges, controls, fittings, equipment and plant are functioning correctly to the satisfaction of the Resident Engineer.

Sterilization of Plumbing

All above ground water distribution systems, cisterns, tanks, pumps etc. shall be thoroughly sterilized and flushed out after the completion of all tests and before being fully commissioned for handover.

The sterilization procedure shall be carried out by the Contractor or specialist Employed by the Contractor to the approval of the Resident Engineer and in accordance with BS CP 310. Before sterilization the water system shall be thoroughly cleaned and washed out and all water from these operations shall be removed and drained away. Following the satisfactory cleansing, a solution of a sterilizing chemical containing chlorine shall be introduced into the pipeline with the use of a portable dosage system or by some other approved method. The solution shall be introduced at a very slow rate and shall unless otherwise specified be of such strength as to give a chlorine concentration of not less than 50 mg/litre throughout the pipelines.

All taps in the distribution pipes shall be opened successively, working progressively away from the place where the solution is introduced. Each tap shall be closed when the water discharged begins to smell of chlorine. The whole system shall then remain charged for 24 hours, after which a test shall be made for residual chlorine. If no residual chlorine is found, the sterilization process will have to be carried out again, until satisfactory result is obtained. Finally, the pipes shall be thoroughly flushed out and recharged with supply water. On completion of the sterilization process, the pipes shall be left full of water.

GLASSING

Glassing General

Glassing shall be executed in accordance with BS 6262. Glass shall be of the weight, thickness and quality specified in the Contract.

Glassing to Wood and Metal Frames

Wooden rebates of windows shall be painted one undercoat before puttying. Rebates of metal frames shall be prepared and treated with primer for putty. All glassing to wood frames shall be secured with wire glassing pins and to metal frames with spring glassing clips. All glass shall be properly back puttied and the front putty, finished neatly and cleanly in line with back putty.

Glassing of Glassed Doors

Glass in glassed doors shall be bedded in wash-leather or other approved proprietary strips, cut to fit the exact line of the fixing beads. Glassing beads shall be secured with brass cups and screws.

Completion of Glassing

On completion all glassing must be sound and watertight. All broken, scratched or cracked panes shall be removed and replaced to the Resident Engineer's satisfaction. All glass shall be cleaned inside and outside with approved liquid cleaner. On no account shall windows be cleaned by scraping with glass.

MISCELLANEOUS ITEMS

Structural Steel

All structural steel work shall be of mild steel confirming to ISO4952. All sections shall be at least equivalent to those shown in ISO272. Ends of beams and joints, etc. shall be cut to exact lengths true and square and shall be cleaned of burrs or rough edges. Drilled or punched holes shall not be greater than 1/16" more than the bolt diameter and they shall be cleaned of burrs and rough edges. Punching of holes shall be allowed for plates thinner than 8 mm.

Prices for all mild steel shall include for removing all rust and mild scale and applying one coat of red lead or other approved priming paint to all surfaces before vising. Following erection, all structural steel not galvanised shall receive three coats of lead paint and be finished in an approved colour.

Bolts, Nuts and Washers

Bolts, nuts and washers shall conform to ISO4759 threaded to ISO261. Washers shall be to ISO887 except that the outside diameter shall be at least 2.5 x the bolt diameter. Tapered washers shall be supplied where required. Where specifically called for, nuts, bolts and washers shall be electroplated. For belowground environments including chambers, the electroplating shall be to BS3382 Part 5/6. Elsewhere it shall be to BS3382 Part 2/3.

Hot Dip Galvanizing

All hot dip galvanizing shall conform to BS5493.

Step Irons

All step irons shall conform to BS1247 - General Purpose Pattern. The weight of each step iron shall be at least 2.15 kg.

Access Ladders

Internal and external access ladders shall be mild steel galvanised where new ones are required and shall be provided adjacent to access manholes. External ladders shall be fitted with a safety cage where none exists on the tanks to be refurbished.

Fresh Air Ventilators

Where none exist two fresh air ventilators shall be fixed to the roof of each compartment. They shall be cowled to prevent rain from entering and fully mosquito-proofed with fine meshed gauze all fixed to the satisfaction of the Resident Engineer.

Float Level Indicator

Float level indicators shall be attached to the side of each compartment with vitreous enamelled scales graduated at intervals of 0.5 metres and clearly marked in indelible paint. Pointer and float shall be connected by a nylon cable. Guides for the cable shall be provided to prevent snagging or fouling of cable travel.

PAINTING OF METALWORK**General**

All work shall be carried out in accordance with BS22063, 4147 and 5493, as appropriate. All paints shall be obtained from an approved manufacturer, and applied strictly in accordance with the manufacturer's instructions. The source of supply shall not be altered without the Resident Engineer's approval.

The colour of the paints used shall be to the Resident Engineer's approval and where possible alternate coats shall be of different shades. Where blast cleaning is specified prior to painting, the cleaned surfaces shall conform to First Quality finish to BS7079. All preparation and painting shall be carried out under dry conditions and on completely clean and dry surfaces.

All preparation and painting at manufacturers works shall be carried out under cover at a controlled ambient temperature in the range 15 to 21 degrees C. Site painting shall not proceed when the ambient temperature falls below 10 degrees C. Where surfaces are joined during fabrication, they shall be brought together while the final protective coat is still wet.

After welding and fabrication, all weld areas shall be thoroughly cleaned and touched up as specified with the appropriate priming system. Coatings and paints used for all structures,

including tanks, pipes, valves, flow meters, fittings etc. which are in contact with potable water shall be non-toxic, and shall not foster microbiological growth or give rise to taste, odour, turbidity or discoloration of the water with which they are, or could be in contact. The Resident Engineer reserves the right to inspect all work prior to painting, and reasonable access shall be given for such inspection at any stage of the work.

Site Painting

Equipment or plant that has to be refurbished on site shall be manually cleaned to the in compliance with BS22063, 4147 and 5493 as appropriate.

Types of Paint Protection

TYPE A (Hot Dip Galvanized)

- (a) Blast cleans to first quality finish to BS7079.
- (b) Hot-dip galvanized to give a minimum coating weight of 610 g/m² in accordance with BS729.

Finish dry film thickness shall both be less than 85 microns for metals in interiors of buildings and normally dry condition, and 140 microns for other conditions.

NOTE :All fastenings including bolts, for use with materials having a Type A finish shall be sterilized in accordance with SSRN 934.

TYPE B (Zinc Rich 2-Pack Epoxy Primer and Heavy Duty Epoxy Coal Tar)

- (a) Blast cleans to First Quality finish to BS7079.
- (b) Within 2 hours of blast cleaning apply by airless spray one coat of 2-pack zinc rich epoxy primer, to a finished dry film thickness of not less than 50 microns.
- (c) Apply by airless spray one coat of 2-pack zinc epoxy primer as in (b) above to finished thickness of not less than 100 microns.
- (d) Apply by airless spray two coats of high build epoxy coal tar, to a final finished dry film thickness of not less than 350 microns.

TYPE C

As type B above but with sufficient number of coats in (d) to give a final finished dry film thickness of not less than 450 microns.

TYPE D (2-Pack Zinc Rich Epoxy Paint)

- i. Blast cleans to First Quality finish to BS7079.
- ii. Within 2 hours of blast cleaning apply by airless spray one coat of 2-pack zinc rich epoxy primer all as in Type B part (b) above.
- iii. Apply two coats of 2-pack zinc rich epoxy high build matt finish dry film thickness of not less than 300 microns.
- iv. Apply final coat of 2-pack epoxy gloss finish of approved shade to produce a total finished minimum dry film thickness of 350 microns.

Application shall be by airless spray and a minimum of 16 hours shall be allowed between coats.

TYPE E (Epoxy Paint)

- i. Blast cleans to First Quality finish to BS7079.
- ii. Within 2 hours of blast cleaning, apply by airless spray one coat of high build 2-pack cold cure epoxy resin primer to give a finished dry film thickness of 125 microns.
- iii. After a period of not less than 8 hours from the first coat ('b' above), a finish coat of high build pure epoxy shall be applied by airless spray to give a total dry film thickness of not less than 350 microns.

TYPE F (Epoxy Primer and Chlorinated Rubber Paint)

- i. Blast cleans to First Quality finish to BS7079.
- ii. Within 2 hours of blast cleaning, apply by airless spray one coat of 2-pack zinc rich epoxy primer to give a finished dry film thickness of 50 microns.

- iii. Apply 2 coats of 2-pack zinc epoxy high build to a matt finished dry film thickness of 300 microns.
- iv. Apply one coat of chlorinated rubber paint of approved shade to a gloss finished dry film total thickness of not less than 350 microns.

TYPE G (Chlorinated Rubber Paint) - Brush Application

- i. Blast cleans to First Quality finish to BS7079.
- ii. Apply 2 coats of chlorinated rubber paint primer to give a finished dry film thickness of 100 microns.
- iii. Apply 2 coats of chlorinated rubber based high build undercoat to give a finished dry film thickness of 220 microns.
- iv. Apply 2 coats of chlorinated rubber base gloss finish of approved shade to give a total dry film thickness of 280 microns.

TYPE H (Chlorinated Rubber Paint) - Airless Spray Application

- i. Blast cleans to First Quality finish to BS7079.
- ii. Apply 2 coats of chlorinated rubber based high build primer to give a finished film thickness of 150 microns.
- iii. Apply 2 coats of chlorinated rubber based high build semi-gloss finish of approved shade to give a total dry film thickness of 300 microns.

TYPE J (Lead Primer and Epoxy Paint)

- i. Blast clean First Quality finish to BS7079.

- ii. Within 2 hours of blast cleaning apply one coat of 2-pack epoxy metallic lead primer to give a finished dry film thickness of 50 microns.
- iii. Apply 2 coats of 2-pack epoxy micaceous iron oxide undercoat to give a total dry film thickness of 150 microns.
- iv. Apply one coat of 2-pack epoxy gloss finish of approved shade to give a total dry film thickness of not less than 180 microns.

TYPE K (Lead Primer and Epoxy Paint for Galvanized Metal)

(a) Thoroughly clean and degrease.

(b) Apply one coat of 2-pack epoxy metallic lead primer to give a finished dry film thickness of 50 microns.

(c) Apply one coat of 2-pack epoxy micaceous iron ore undercoat to give a finished dryFilm thickness of 120 microns.

(d) Apply one coat of 2 pack epoxy gloss finish of approved shade to give a total dry film thickness of not less than 155 microns.

TYPE L (Bitumen Coating)

(a) Blast clean to First Quality finish to BS7079or pickle in hot dilute sulphuric acid.

(b) After thorough washing, phosphate coating by immersion in a bath of hot dilute phosphoric acid.

(c) Application of one coat of primer to BS4147.

(d) Hot dip bitumen/bitumen coating applied to give a smooth lining having a minimum dry film thickness of not less than 300 microns.

TYPE M (Electro-Zinc Plated and Stove Enameled)

(a) Blast clean to First Quality finish to BS7079 or pickling in hot dilute sulphuric acid.

(b) After thorough washing, phosphate coating by immersion in a bath of hot dilute phosphoric acid.

(c) Electro zinc plated.

(d) Apply stoved zinc based epoxy primer (incorporating suitable pigments to act as acid scavengers and counteract the formation of adhesion destroying compounds).

(e) Finishing coat(s) of stoved alkyd enamel to give a high standard of gloss finish of approved shade, and of not less than 150 microns dry film thickness.

TYPE N (Clean and Degrease)

Thoroughly clean using hand, and/or power tools where available, to remove all mill scale, rust and grease.

TYPE P (Lead Primer)

(a) Blast cleans to First Quality finish to BS7079.

(b) Within 2 hours of blast cleaning apply by brush two coats of metallic lead primer to a finished thickness of not less than 100 microns.

TYPE Q (Bitumen Enamel or Coal Tar Enamel Wrappings)

Apply bitumen enamel wrapping or coal tar enamel wrapping in accordance with DIN30674.

TYPE R (Sealed Sprayed Aluminium Coating)

(a) Blast clean to First Quality finish to BS7079.

Surface preparation shall be in accordance with BS22063.

(b) Apply suitable primer.

(c) Apply sprayed - aluminium coating to give a finished dry film thickness of not less than 150 microns.

(d) Apply suitable pre-treatment primer (e.g. Two-pack polyvinyl butyral or Two-pack polyvinyl butyral/phenolic, containing not less than 85% by weight of zinc tetroxochromate pigment).

(e) Apply suitable sealer e.g. (Blend of vinyl chloride/acetate copolymers, or Two-pack phenolic binder or Two-pack epoxy or Two-pack polyurethane).

TYPE S (Sealed Sprayed Zinc Coating)

(a) As in (a) type R.

(b) As in (b) type R.

(c) As in (c) type R but using sprayed zinc coating to give a finished dry film thickness of not less than 175 microns.

(d) As in (d) type R.

(e) Apply suitable sealer e.g. silicone resin containing not less than 95% by weight of aluminium pigment.

TYPE T (Decorative Painting)

Decorative paint (when specified) shall be compatible with the final finish paint or coating. The final shade shall be as recommended by the Resident Engineer. The film thickness of decorative paint shall not be included in the total dry film thickness specified.

Repair of Damaged Paintwork Coatings

Any damage to the protective coating shall be made good as soon as possible, and shall not be left until the time of metal finish painting. Damaged areas shall be cleaned down to bright metal by power wire brushing or sanding and feathered off to the surrounding area. A new protective system approved by the Resident Engineer shall then be applied generally

following the requirements of the system originally applied, modified if necessary to comply with the recommendations of the manufacturer of the protective materials used.

Metalwork Surface Preparation Prior to Painting

Surface preparation shall conform generally to BS22063, 4147 and 5493 as appropriate, together with any additional preparation recommended by the paint manufacturer, and/or approved by the Resident Engineer. Prior to painting, protective coatings shall be thoroughly cleaned, degreased, and washed with clean water. Where steelwork has been delivered with zinc rich epoxy primer and has been allowed to weather, the primed surface shall be washed with clean water to remove zinc salts and allowed to dry.

Site Painting During Erection of Metalwork

Site connections shall be given a second coat and be brought together wet. Where the finishing paint has been subject to damage during transit or erection, the areas affected shall be cleaned, repaired, and re-painted generally following the requirements of the system originally applied.

Chemical Waterproofing of Concrete

Should it become necessary or if indicated in the Bills of Quantities or directed by the Resident Engineer, the Contractor shall apply a concrete waterproofing chemical to concrete surfaces. For surfaces in contact with potable water, such a chemical shall have been certified as suitable for use in potable water retaining structures by competent and internationally recognised authorities.

Products acceptable include waterproofing chemicals consisting of rapid hardening Portland cement, oven-dried quartz sand and active inorganic chemicals of a type that upon application to a concrete surface a crystal chain reaction starts as the active chemical ingredients react with the free lime and water in the concrete capillaries resulting in the formation of insoluble crystals which drive out the surplus capillary water ensuring a permanently water tight concrete but which however at the same time allow the concrete to breath.

Insulation of Dissimilar Metals

Where dissimilar metals are likely to be in contact with each other a suitable insulating barrier shall be incorporated to prevent galvanic action occurring. This shall be to the approval of the Resident Engineer.

REPAIRS TO CONCRETE WORKS**Repairs to Reservoir Concrete Roof**

The tank roof shall be hacked to remove the 25 mm thick top screed. The hacked tank roof surface shall then be thoroughly cleaned and freed from any oil, grease, cement laitance or loosely adhering particles. The surfaces to be repaired shall then be wetted well. A bonding coat comprising an approved synthetic rubber emulsion, mixed with water in a 1:1 ratio shall then be brushed into the prepared surface. A repair mix comprising cement mortar mixed with the same approved synthetic rubber emulsion shall then be applied uniformly over the damaged surface while the bonding coat is still wet, ensuring that it is worked into any cracks and spread to give the appearance of a smooth surface. A new uniform screed 25 mm thick shall be formed all over the top surface of the tank roof. The quantities of the synthetic rubber emulsion to be mixed with the cement mortar will depend on the cement: sand and water: cement ratios.

For the production of a repair mix with good workability properties, the sand particle sizes shall be limited as follows:

Recommended Maximum Aggregate Size to Cement Mortar Thickness**Thickness of Cement Mortar**

Up to 2 mm

2 - 5 mm

5 - 15 mm

Over 15 mm

Maximum Aggregate Size

0 - 0.5 mm

0 - 1.0 mm

0 - 3.0 mm

0 - 7.0 mm

Repairs to Chemically Eroded Internal Walls using Epoxy Resin

For mildly eroded surfaces the internal wall surfaces shall be thoroughly cleaned wire brushed and freed from any oil, grease, cement laitance and loosely adhering particles. The surfaces shall then be wetted well. A repair mix comprising cement mortar consisting of cement and clean sharp fine sand all as specified and mixed in the ratio 1:3 by volume shall then be applied uniformly over the damaged surface. A new uniform screed 4 mm thick shall be formed all over the entire surface of the internal walls.

The new cement screed shall then be left to set for a minimum period of 3 weeks after which a coat of chemical resistant epoxy resin coating shall be applied uniformly over the entire surface. The epoxy resin will be applied in three coats by use of a brush or roller to achieve a minimum dry film thickness of 0.6 mm.

The epoxy resin shall be allowed 4 days to dry before the water retaining structure is recommissioned.

Repairs to Chemically Eroded Internal Walls Using Synthetic Rubber Emulsion

For severely eroded surfaces the internal wall surfaces shall be thoroughly cleaned wire brushed and freed from any oil, grease, cement laitance or loosely adhering particles. The surfaces shall then be wetted well. A bonding coat comprising an approved synthetic rubber emulsion, mixed with water in a 1:1 ratio shall then be brushed into the prepared surface. A repair mix comprising cement mortar mixed with the same approved synthetic rubber emulsion shall then be applied in layers uniformly over the damaged surface while the bonding coat is still wet, ensuring that it is worked into any cracks and spread to give the appearance of a smooth surface.

The first layer being 4 mm thick and the next subsequent layers each 6 mm thick. A new uniform screed 16 mm thick shall be formed all over the entire surface of the internal walls. The quantities of the synthetic rubber emulsion to be mixed with the cement mortar will depend on the cement: sand and water: cement ratios. For the production of a repair mix

with good workability properties, the sand particle sizes shall be limited. The new screed shall be allowed 14 days to dry and set before the water retaining structure is re-commissioned.

Drawings

If there is any discrepancy between the specifications and these bills of quantities and the General Specifications, The Resident Engineer shall give direction following FIDIC RULE BOOK.

The set of drawings for the works are part of the bid documents.

Supplementary Information

All works shall be measured work

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the MOF and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) UN means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC Clause 42 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- (h) The Contract is the Contract between the MOF and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the MOF.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the MOF.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.

- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the MOF in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The MOF is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the MOF's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the MOF and notified to the Contractor, to act in replacement of the

Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the MOF, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendix,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,²² and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the MOF's country when
- (a) as a matter of law or official regulations, the MOF's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the MOF's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the MOF and the Contractor in the role representing the MOF.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

²² In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the MOF in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the MOF between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The MOF may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the MOF, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. MOF's and Contractor's Risks** 10.1 The MOF carries the risks which this Contract states are MOF's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. MOF's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are MOF's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the MOF or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the MOF or in the MOF's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an MOF's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an MOF's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not MOF's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the MOF and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the MOF may effect the insurance which the Contractor should have provided and recover the premiums the MOF has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

- | | |
|---|--|
| 18. Safety | 18.1 The Contractor shall be responsible for the safety of all activities on the Site. |
| 19. Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the MOF. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1 The MOF shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the MOF shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 22. Instructions, Inspections and Audits | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the UN and/or persons appointed by the UN to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the UN if requested by the UN. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the UN's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the U's prevailing sanctions procedures).</p> |
| 23. Appointment of the Adjudicator | 23.1 The Adjudicator shall be appointed jointly by the MOF and the Contractor, at the time of the MOF's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the MOF does not agree on the appointment of the Adjudicator, the MOF will request |

the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

- 23.2 Should the Adjudicator resign or die, or should the MOF and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the MOF and the Contractor. In case of disagreement between the MOF and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the MOF and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Corrupt and Fraudulent Practices

- 25.1 The UN requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 25.2 The MOF requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

- 28.1 When the MOF wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the

Contractor. If the MOF accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the MOF and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the MOF, they are incorporated in the Contract Price and treated as a Variation.

**29. Delays
Ordered by the
Project
Manager**

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**30. Management
Meetings**

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the MOF. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

**32. Identifying
Defects**

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover

and test any work that the Project Manager considers may have a Defect.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price²³

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price²⁴

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is

²³ In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

²⁴ In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

exceeded by more than 15 percent, except with the prior approval of the MOF.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs²⁵ produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.²⁶

39. Cash Flow Forecasts

39.1 When the Program,²⁷ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the

²⁵ In lump sum contracts, add "and Activity Schedules" after "Programs."

²⁶ In lump sum contracts, delete this paragraph.

²⁷ In lump sum contracts, add "or Activity Schedule" after "Program."

Contract, converted as necessary using the Contract exchange rates.

**40. Payment
Certificates**

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.²⁸
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The MOF shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the MOF makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

²⁸ In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the MOF and shall be deemed covered by other rates and prices in the Contract.

**42. Compensation
Events**

- 42.1 The following shall be Compensation Events:

- (a) The MOF does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- (b) The MOF modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the MOF, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the MOF does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the MOF's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

- 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be

increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the MOF's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

44.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients²⁹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is the index prevailing at the end of the month being invoiced and I_{oc} is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

- 45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

- 46.1 The MOF shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the MOF at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The MOF may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

²⁹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The MOF shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the MOF in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

50.1 The Performance Security shall be provided to the MOF no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the MOF, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each

completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The MOF shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

57.1 The MOF or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the MOF or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the MOF to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the MOF, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the MOF may terminate the Contract for convenience.

57.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the MOF exceeds any payment due to the Contractor, the difference shall be a debt payable to the MOF.

58.2 If the Contract is terminated for the MOF's convenience or because of a fundamental breach of Contract by the MOF, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the MOF if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the MOF or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of UN Loan or Credit

61.1 In the event that the UN suspends the Loan or Credit to the MOF, from which part of the payments to the Contractor are being made:

- (a) The MOF is obligated to notify the Contractor of such suspension within 7 days of having received the UN's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX TO GENERAL CONDITIONS

Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

“Fraud and Corruption:

1.16 It is the UN’s policy to require that MOFs (including beneficiaries of UN loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of UN-financed contracts. In pursuance of this policy, the UN:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a UN investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the UN’s inspection and audit rights provided for under paragraph 1.16(e) below.

- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the MOF or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the MOF having taken timely and appropriate action satisfactory to the UN to address such practices when they occur, including by failing to inform the UN in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing UN's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a UN-financed contract; and (ii) to be a nominated;
- (e) will require that a clause be included in bidding documents and in contracts financed by a UN loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the UN to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the UN."

Section IX. Particular Conditions of Contract

Except where otherwise specified, all PCC should be filled in by the MOF prior to issuance of the Bidding Documents. Schedules and reports to be provided by the MOF should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: the UN Multi Partner Trust Fund (MPTF)
GCC 1.1 (s)	The MOF is Ministry of Finance, FGS
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: Lot 1 20 weeks from date of contract signing Lot 2 20 weeks from date of contract signing
GCC 1.1 (y)	The Project Manager is : Project Senior Engineer
GCC 1.1 (aa)	The Site is located at Mogadishu, and Kismayo and is defined in drawings as provided in Section VI of the this solicitation
GCC 1.1 (dd)	The Start Date shall be 2017 .
GCC 1.1 (hh)	The Works consist of : Site surveys, Fixing of solar street lights and construction.
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>all relevant documents that form part of the bidding and contract award process</i>
GCC 3.1	The language of the contract is English . The law that applies to the Contract is the law of Federal Republic of Somalia .
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials N/A (b) For loss or damage to Equipment: N/A

	<p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>N/A</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>N/A</i></p> <p>(ii) of other people: <i>N/A</i></p>
GCC 14.1	<p>Site Data are:</p> <p>Mogadishu Kismayo</p>
GCC 20.1	The Site Possession Date(s) shall be: within seven days from date of contract signing
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Legal Unit , Ministry Of Finance
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A
GCC 24.4	<p><i>[For smaller contracts, the institution is usually from the Federal Republic of Somalia. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i></p> <p>Institution whose arbitration procedures shall be used:</p> <p><i>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</i></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>The place of arbitration shall be: Mogadishu, Federal Republic of Somalia</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within Seven (7) days from the date of the Letter of Acceptance.

GCC26.3	<p>The period between Program updates is Fourteen (14) days.</p> <p>The amount to be withheld for late submission of an updated Program is 2%</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 270 days .
D. Cost Control	
GCC 44.1	The currency of the MOF's country is: USD .
(i)	<p>(ii) The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.</p> <p>(iii) The coefficients for adjustment of prices are: N/A</p> <p>(iv) (a) For currency[<i>insert name of currency</i>]:</p> <p>(i) [<i>insert percentage</i>] percent non adjustable element (coefficient A).</p> <p>(ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>(b) For currency[<i>insert name of currency</i>]:</p> <p>43.1.a.iv.1.1 (i) [<i>insert percentage</i>] percent non adjustable element (coefficient A).</p> <p>43.1.a.iv.1.2 (ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>43.1.a.iv.1.3 The Index I for local currency shall be [<i>insert index</i>].</p> <p>43.1.a.iv.1.4 The Index I for the specified international currency shall be [<i>insert index</i>].</p> <p>43.1.a.iv.1.5 [<i>These proxy indices shall be proposed by the Contractor, subject to acceptance by the MOF</i>]</p> <p>43.1.a.iv.1.6 The Index I for currencies other than the local currency and the specified international currency shall be [<i>insert index</i>].</p> <p>43.1.a.iv.1.6.1 [<i>These proxy indices shall be proposed by the Contractor, subject to acceptance by the MOF.</i>]</p>

43.1.a.iv.1.6.2 C C 4 6 . 1	43.1.a.iv.1.6.3 The proportion of payments retained is: 5%
43.1.a.iv.1.6.3.1 C C 4 7 . 1	43.1.a.iv.1.6.3.2 The liquidated damages for the whole of the Works are are 0.1% per day of the Final Contract Price per day . The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
43.1.a.iv.1.6.3.3 C C 4 8 . 1	43.1.a.iv.1.6.3.4 The Bonus for the whole of the Works is N/A per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
43.1.a.iv.1.6.3.5 C C 4 9 . 1	43.1.a.iv.1.6.3.6 The Advance Payments shall be: twenty percent (20%) and shall be paid to the Contractor no later than 30 days from date of receipt of the Advance Payment Guarantee..
43.1.a.iv.1.6.3.7 C C 5 0 . 1	43.1.a.iv.1.6.3.8 The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the MOF]</i> 43.1.a.iv.1.6.3.9 (a) Bank Guarantee: 10% of the Contract sum. 43.1.a.iv.1.6.3.10 (b) Performance Bond: 30% of the Contract sum.
43.1.a.iv.1.6.3.11 E. Finishing the Contract	

<p>43.1.a.iv.1.6.3.1</p>	<p>43.1.a.iv.1.6.3.13 The date by which operating and maintenance manuals are required is seven after completion.</p> <p>The date by which “as built” drawings are required is seven after completion.</p>
<p>43.1.a.iv.1.6.3.1</p>	<p>43.1.a.iv.1.6.3.13.2 The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 3% of the contract price</p>
<p>GCC 57.2 (g)</p>	<p>The maximum number of days is: 100 days</p>
<p>GCC 58.1</p>	<p>The percentage to apply to the value of the work not completed, representing the MOF’s additional cost for completing the Works, is 25%.</p>

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[on letterhead paper of the MOF]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated *[insert date]* for execution of the
 *[insert name of the contract and identification number, as given in the PCC]* for the
 Accepted Contract Amount of *[insert amount in numbers and words and name of
 currency]*, as corrected and modified in accordance with the Instructions to Bidders is
 hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with
 the Conditions of Contract, using for that purpose the of the Performance Security Form
 included in Section X. Contract Forms, of the Bidding Document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the
 Bidder]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed
 by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of
 Acceptance to _____ *[insert name of the
 Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority
 to appoint the Adjudicator in accordance with ITB 43.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
[*name of the MOF*]. (hereinafter “the MOF”), of the one part, and [*name of the Contractor*].(hereinafter “the Contractor”), of the other part:

WHEREAS the MOF desires that the Works known as [*name of the Contract*].should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The MOF and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Bill of Quantities;³⁰ and
 - (ix) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the MOF to the Contractor as specified in this Agreement, the Contractor hereby covenants with the MOF to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The MOF hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

³⁰ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. . . .on the day, month and year specified above.

Signed

by:

for and on behalf of the MOF

Signed by:

for and on behalf the Contractor

in the
presence of:

Witness, Name, Signature, Address, Date

in the
presence of:

Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of MOF]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Performance Security (Performance Bond)

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Contractor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of MOF]* as Obligee (hereinafter called “the MOF”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the MOF dated the day of _____, 20 _____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20

_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of MOF]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Invitation for Bids

Federal Government of SomaliaProject Name: **Special Financing Facility for Local Development (SFF-LD)****Contract Title:** Infrastructure Development projects**Reference No.** MOF/SFF/WORKS/2016/001

1. The Federal Government of Somalia is implementing a Special Financing Facility for Local Development Project (SFF-LD), which is following on from the SFF-Norway project, which was completed at the end of 2015. The SFF-Norway project was implemented through a Temporary Implementation Unit (TIU) located in the Ministry of Finance and was initially allocated a total budget of US\$10 million, distributed on an equal shares' basis of US\$750,000 for each of the 13 pre-1991 administrative regions. In the first phase, the project has implemented 10 infrastructural projects in 3 regions. However, the project could not completely roll out in the planned four phases on a region-by-region base as planned due to expiration of the Grant Agreement. The SFF-LD follows the same operational modalities as SFF-Norway and aims to execute pending prioritized sub-projects and newly identified projects. The project has two sources of funding: (1) the World Bank Multi Partner Fund (MPF) and (2) the UN Multi Partner Trust Fund (MPTF) with relatively same development objective which is to support the construction and reconstruction of infrastructure and development of Federal Government and Regional Administrations' capacity to deliver public service in targeted areas of Somalia. The World Bank project comprises of three components: Small-scale Infrastructure, Program Operations, Capacity Building and Contingency Emergency Response whereas the UN pilot project has two components: Small-scale Infrastructure, Program Operations and Capacity Building for PIU. Both projects are run concurrently.

The Ministry of Finance has received financing from the World Bank Multi Partner Fund (MPF) and the UN Multi Partner Trust Fund (MPTF) toward the cost of the Special Financing Facility for Local Development (SFF-LD), and intends to apply part of the proceeds toward payments under the contract for Infrastructure Development projects – small works.

2. Bidders may bid for one or all contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so provided those discounts are included in the Letter of Bid.

3. The Ministry of Finance now invites sealed bids from eligible bidders for the Infrastructure Development projects small works which are categorized in Two (2) Lots as below;

LOT 1: Fixing of solar street lights at 3 main roads in Mogadishu, Banadir Region

LOT 2: Construction of regional court in Kismayo, Lower Juba

It is estimated that the entire scope of work will require Five (5) calendar months to fully complete and deliver as per the contract.

4. Bidding will be conducted through the National Competitive Bidding procedures as specified in the World Bank's Guidelines: *Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank MOFs*, dated January 2011 available on www.worldbank.org/procure ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.

5. Interested eligible bidders may obtain further information from Project Implementation Unit, Procurement Specialist at mofsffpiu@gmail.com and inspect the bidding documents during office hours i.e. from 9:00 to 14:30 hours at the address given below.

6. A complete set of bidding documents in **English** may be requested by interested eligible bidders upon the submission of a written application to the address below. The document will be sent by e-mail and can be accessed at the address given below.

7. Bids must be delivered to the address below on or before **Sunday, February 26, 2017, 12:00 PM Mogadishu local time**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below on **Sunday, February 26, 2017, 12:00 PM Mogadishu local time**.

8. All bids must be accompanied by a Bid-Securing Declaration.

9. The addresses referred to above (are):

a) Address documents may be inspected at:

Special Financing Facility for Local Development (SFF-LD)
Ministry of Finance
Villa Somalia
Mogadishu, Federal Republic of Somalia
Website: www.mof.gov.so / www.hiiraan.com

b) Address documents will be issued from: **As above**

c) Address Bids must be delivered to: **As above**

d) Address of Bid Opening:

Special Financing Facility for Local Development (SFF-LD)
Ministry of Finance
Villa Somalia
Mogadishu, Federal Government of Somalia

e) Address of Pre-Bid Conference:

Special Financing Facility for Local Development (SFF-LD)
Ministry of Finance, FGS
Board Room
Thursday, February 9, 2017

11:00 Hrs. Mogadishu local Time

Project Manager

Special Financing Facility for Local Development (SFF-LD)

Ministry of Finance