

IGAD Climate Prediction & Application Centre

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Rural Livelihoods’ Adaptation to Climate Change in the Horn of Africa – Phase II (RLACC II)

**REHABILITATION OF WATER INFRASTRUCTURE IN GALMUDUG: CONSTRUCTION OF 1 DAM IN QORYAWEYN AND REHABILITATION OF 1 DAM IN XINGOOD AND 1 BOREHOLE IN AFBARWAQO (LOT 2)**

**IFB No:** ICPAC/RLACC-SOM/IFB-002/2022/ Lot 2

**Construction Services for:** Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)

**Client:** IGAD Climate Predictions and Application Centre

**Country:** Federal Republic of Somalia

**Issued on:** November 25, 2022

**BIDDING DOCUMENT**

**25/11/2022**

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**Standard Bidding Document**

**Summary**

**Specific Procurement Notice - Invitation for Bids (IFB)**

The template attached is the Specific Procurement Notice for Invitation for Bids method, one-envelope Bidding process. This is the template to be used by the Borrower.

**Bidding Document: Invitation for Bids – Small Works (One-Envelope Bidding Process)**

**Part 1 – Bidding Procedures**

**Section I - Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

**Section II - Bid Data Sheet (BDS)**

This Section includes of provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria for evaluation of Bids and qualification of Bidders to perform the contract to determine the successful Bidder or Bidders that are substantially responsive to the bidding document and whose Bid (s) offer the lowest evaluated cost to the Employer. Only such criteria as appropriate for each procurement will be specified.

**Section IV - Bidding Forms**

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedule to be completed by the Bidder and submitted as part of its Bid.

**Section V - Eligible Countries**

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

**Part 2 – Works’ Requirements**

**Section VII - Works’ Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works’ Requirements shall also include the environmental and social (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

**Part 3 – Conditions of Contract and Contract Forms**

**Section VIII - General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

**Section IX - Particular Conditions of Contract (PCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

**Section X - Contract Forms**

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice**

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**Invitation for Bids [IFB]**

**IFB Number:**  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**Employer:** IGAD Climate Predictions and Application Centre

**Project:** Rural Livelihoods’ Adaptation to Climate Change in the Horn of Africa – Phase II (RLACC II)

**Contract title:** Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)

**Country:** Somalia

**Procurement Method:** Open Competitive Bidding (National) (OCBN)

**OCBN No:**  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**Issued on:** November 25, 2022

1. The Federal Republic of Somalia has received financing through the Intergovernmental Development Authority “IGAD” from the African Development Fundhereinafter called the Bank toward the cost of the Rural Livelihoods’ Adaptation to Climate Change in the Horn of Africa – Phase II (RLACC II) and intends to apply part of the proceeds toward payments under the contract for **Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingod and 1 Borehole in Afbarwaqo (Lot 2).**
2. ICPAC now invites sealed bids from eligible bidders for Rehabilitation Of Water Infrastructure In Galmudug: 2 Dams In Qoryaweyn And Xingod And 1 Borehole In Afbarwaqo (Lot 2), for a period of 8 months.
3. Bidding will be conducted through the Open Competitive Bidding (National), OCBN procedures as specified in the Bank’s Procurement Framework dated 1st January 2016 and is open to all eligible Bidders as defined in the Procurement Framework.
4. Interested eligible bidders may obtain further information from ICPAC - Nairobi Office via email – procurement@icpac.net and inspect the bidding document during office hours at the address given below.
5. The Bidding document in English may be obtained by interested eligible Bidders upon the submission of a request via email to procurement@icpac.net quoting IFB reference ICPAC/RLACC-SOM/IFB-002/2022/Lot 2 in the subject line. Interested bidders who require a printed hard copy of the Bidding document may obtain the document upon submission of a receipt showing payment of a non - refundable fee of USD 25 (USD Twenty-five) for reproduction and mailing costs. The method of payment will be direct payment to ICPAC office in Nairobi, Kenya.

**Note: The bidding documents sent via email will not require payment of fees.**

1. Bids must be delivered to the address below on or before January 16, 2023 at 12:00PM East Africa Time. Electronic Bidding will not be permitted. Bidders are free to bid for one or both lots based on capacity. 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 January 16, 2023 at 2:30PM East Africa Time.
2. All Bids must be accompanied by an original bid security in the form of an unconditional bank guarantee enforceable in Somalia using the format provided in the Bidding Documents acceptable to the employer and in the amount in USD against each lot as shown in the table below:

|  |  |  |
| --- | --- | --- |
| **Lot No.** | **Name of Contract** | **Bid security amount USD** |
| 2 | Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingod and 1 Borehole in Afbarwaqo (Lot 2) | $10,310 |

1. The address(es) referred to above is (are):

**IGAD Climate Predictions and Application Centre**

**Street address:** ICPAC HQs, Kibiku Area, Ngong Town

**City:** Ngong Town

**Country:** Kenya

**Postal address:** P.O. Box 10304 – 00100

**Email:** procurement@icpac.net

**Website:** https://www.icpac.net

Standard Bidding Document

**Small Works**

**(One-Envelope Bidding Process)**

**Procurement of Water Infrastructure Works:**

Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingod &1 Borehole in Afbarwaqo (Lot)

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Employer:** IGAD Climate Predictions and Application Centre

**Project:** Rural Livelihoods’ Adaptation to Climate Change in the Horn of Africa – Phase II (RLACC II)

**Contract title:** Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)

**Country:** Somalia

**OCBN No:** ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**Issued on:** November 25, 2022

**Standard Bidding Document**

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Part 1: Bidding Procedures

Section I - Instructions to Bidders

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**Section I - Instructions to Bidders**

General

1. Scope of Bid
   1. In connection with the Specific Procurement Notice - Invitation for Bids (IFB), specified in the Bid Data Sheet (BDS)**,** the Employer, as specified **in the BDS,** issues this bidding document for the provision of Works as specified in Section VII, Works’ Requirements. The name, identification and number of “whole of the works” hereafter called ‘Works’ invited under one or more lots (Contracts) or Packages each lot containing one or more ‘Works’ or each package containing one or more lots of thisIFB are **specified in the BDS.**
   2. Throughout this bidding document:
      1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
      2. if the context so requires, “singular” means “plural” and vice versa;
      3. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
      4. **“ES”** means environmental and social (including Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH));
      5. **“Sexual Exploitation and Abuse”** “(SEA)” means the following:

**“Sexual Exploitation”** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

**“Sexual Abuse”** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

* + 1. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel;
    2. **“Contractor’s Personnel”** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and
    3. **“Employer’s personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

1. Source of Funds
   1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the Specific Financing Institution named in the BDS (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
   2. Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import 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 Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
2. Fraud and Corruption
   1. The Bank requires compliance with the Bank’s Integrity Framework comprising the African Development Bank Group’s Sanctions Procedures, the Bank’s Whistleblowing and Complaints Policy, the Bank’s Procurement Policy under the Procurement Framework and any other applicable Policies and Procedures including their updates in regard to corrupt and fraudulent practices, as set forth in Section VI.
   2. In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank 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 Bank.
3. Eligible Bidders
   1. A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture, consortium, or association hereinafter called 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, consortium or association (JV): a) Unless otherwise **specified** in the BDS, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms; b) 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; c) The maximum number of members proposed in a JV shall not exceed the number **specified** **in the BDS**, or the number derived from the percentage specified under ITB 4.1 (d), whichever is smaller unless both are equal, in which case anyone shall apply; and d) Participation by value of the contract as share of each of the JV partner (member) shall not be less than the percentage **specified in the BDS**.  In case of any inconsistency between ITB 4.1 c) and ITB 4.1 d) that both cannot be applied simultaneously, the latter shall prevail.
   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:
      1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
      2. receives or has received any direct or indirect subsidy from another Bidder; or
      3. has the same legal representative as another Bidder; or
      4. 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 Employer regarding this bidding process; or
      5. 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
      6. or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation; or
      7. 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 2.1 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; or
      8. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document 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 unlessthe conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
   3. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
   4. A Bidder and all parties constituting the Bidder including any subcontractors or suppliers shall have the nationality of an eligible country of the Bank in accordance with the Bank’s Procurement Policy for the Bank Group Funded Operation described under the Bank’s Procurement Framework, and as listed in Section V, Eligible Countries, subject to the restrictions pursuant to ITB 4.8. 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 subcontractors or subconsultants for any part of the Contract including related Services.
   5. A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Integrity Framework, in accordance with its prevailing sanctions policies and procedures as set forth in the Bank’s Integrity Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
   6. Bidders that are state-owned enterprises or institutions in the Employer’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
   7. A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
   8. Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank 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 Borrower’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. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
   9. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
   10. In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders
   11. A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;
   12. relates to fraud or corruption, and
   13. followed a judicial or administrative proceeding that afforded the firm adequate due process.
4. Eligible Materials, Equipment and Services
   1. The materials, equipment and services to be supplied under the Contract and financed by the Bank shall have their country of origin in an eligible country of the Bank in accordance with the Bank’s Procurement Policy for Bank Group Funded Operations described under the Bank’s Procurement Framework, and as listed in Section V, Eligible Countries, subject to the restrictions specified therein, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
   2. The nationality of the firm that produces, assembles, distributes, or sells the materials and equipment shall not determine their origin.

Contents of Bidding Document

1. Sections of Bidding Document
   1. The bidding document consists of Parts 1, 2*,* and3*,* 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 - Fraud and Corruption

**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
  1. The Specific Procurement Notice - Invitation for Bids (IFB) issued by the Employer is not part of this bidding document.
  2. Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
  3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

1. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
   1. A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’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 Employer 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 Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified** **in the BDS**, the Employer 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 document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
   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.
   3. The Bidder and any of its personnel or agents will be granted permission by the Employer 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 Employer 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.
   4. If so **specified** **in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
   5. The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
   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 document in accordance with ITB 6.3 If so **specified in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page **identified** **in the BDS**. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 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.
2. Amendment of Bidding Document
   1. At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
   2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITB 7.1.
   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

Preparation of Bids

1. Cost of Bidding
   1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
2. Language of Bid
   1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, 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.
3. Documents Comprising the Bid
   1. The Bid shall comprise the following:
4. **Letter of Bid** prepared in accordance with ITB 12;
5. **Bill of Quantities or Activity Schedules**: Bill of Quantities or Activity Schedules whichever is **specified in the BDS** completed in accordance with ITB 12 and ITB 14;
6. **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
7. **Technical Bid-of Base Bid;**
8. **Commercial Terms and Conditions;**
9. **Alternative Technical Bid**, if permissible, in accordance with ITB 13;
10. **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
11. **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
12. **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;
13. **Conformity**: documentary evidence in accordance with ITB 16, ITB 29 and ITB 30, and in support of above sub-paragraphs (d) and (e) of ITB 11.1, as necessary, to establish that the offered Works and Services, and Terms and Conditions of the Bid conform to the requirements and provisions of the bidding document; and
14. any other document required **in the BDS**.
    1. In addition to the requirements under ITB 11.1, 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.
    2. 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.
15. Letter of Bid and Schedules
    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 20.3. All blank spaces shall be filled in with the information requested.
16. Alternative Bids
    1. Unless otherwise **specified in the BDS**, alternative Bids shall not be considered. If Alternative Bids are permitted, the BDS shall specify which of the following ITB (s) namely, ITB 13.2, ITB 13.3 and ITB 13.4 shall be considered.
    2. When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
    3. Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, 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 successful Bidder with the Lowest Evaluated Bid conforming to the basic technical requirements shall be considered by the Employer.
    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.
17. Bid Prices and Discounts
    1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
    2. The Bidder shall submit a Bid for 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 admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities and in the case of lump-sum contract based on Activity Schedule, the Bidder shall fill in prices for all activities described in the Activity Schedule. Items or Activities, as the case may be, against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Bill of Quantities or Activity Schedule. An item (in case of Bill of Quantities) or an activity (in case of Activity Schedule) not listed in the priced Bill of Quantities or the priced Activity Schedule, as the case may be, shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average or the highest price of the item or activity, as the case may be, as **specified in the BDS** quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.
    3. The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
    4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1, ITB 14.6 and ITB 14.7.
    5. Unless otherwise **specified in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. A Bid submitted with an adjustable price basis shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, and the Conditions of Contract, price adjustment is permitted during the performance of the Contract, a Bid submitted with a fixed price basis shall not be rejected unless otherwise **specified in the BDS** and in the latter case, a Bid submitted with fixed price shall be rejected. In specifying price adjustment, the Bidder shall furnish the relevant indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
    6. As specified in the BDS, bids are being invited for “Works” as a single contract (or as one lot); or for individual lots (contracts) each lot containing one or more ‘Works’; or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract (lot) shall specify in their Bid the price reductions applicable to each contract (lot) and package as the case may be. Bidders shall fully explain the methodology and calculations for applying such discounts, showing how the reductions are derived and the net amounts of each contract after the application of the offered discounts to individual items. Discounts can be offered only for those items for which the Bidder is required to bid and not for any item where the Employer has included its estimated cost as a fixed sum or a percentage in the Bills of Quantities. Discounts shall be submitted in accordance with ITB 14.4, and ITB 14.6 provided that the Bids for all lots (contracts) are opened at the same time.
    7. Discounts offered shall be clear and without any vagueness or ambiguity to avoid rejection of the bid as no clarification shall be requested or permitted on this account after bid submission. The Employer’s decision on a bid’s discount will be based on the contents of the bid itself, without recourse to any extrinsic evidence. If in the Employer’s opinion, which will be final, a discount offered in the bid: I) is unclear, ambiguous or vaguely presented to the extent that it cannot be either interpreted or applied with reasonable accuracy, the Bid shall be rejected; II) relates to any item of cost for which the Bidder is not required to submit a bid price or the Employer may have indicated the estimated cost e.g. for a provisional sum or contingencies as per the bidding document, then the bid will be evaluated without the application of the discount offered for such item of cost; and III) has minor discrepancy or unclarity which could be interpreted reasonably, the Employer in this case may decide not to reject the bid and apply the discount as it deems reasonable and appropriate resulting in the lowest evaluated cost to the Employer. If the Bidder does not accept the Employer’s decision based on any of the above, the bid shall be rejected.
    8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices[[1]](#footnote-2) and the total Bid price submitted by the Bidder.
18. Currencies of Bid and Payment
    1. The currency(ies) of the Bid and the currency(ies) of payments shall be as specified in the BDS.
    2. Bidders may be required by the Employer to justify, to the Employer’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 reasonable[[2]](#footnote-3), in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
19. Documents Comprising the Technical Bid
    1. The Bidder shall furnish details of technical specifications proposed in the Technical Bid including any documentary evidence and a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, or elsewhere in the bidding document, and if applicable, a statement of deviations and exceptions to any of the provisions of the bidding document, in sufficient detail to demonstrate the adequacy of the Bidders’ proposal to meet the Employer’s work’s requirements and the completion time, and to demonstrate substantial responsiveness to the technical specifications required as per the provisions of the Section VII, Work’s Requirements.
20. Documents Establishing the Eligibility and Qualifications of the Bidder
    1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
    2. 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 forms included in Section IV, Bidding Forms.
    3. If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference or regional preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
21. Period of Validity of Bids
    1. Bids shall remain valid for the Bid Validity period **specified in the BDS** or any extended period if amended by the Employer in accordance with ITB 8. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
    2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer 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 19, 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, except as provided in ITB 18.3.
    3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
       1. in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the** **BDS** to reflect any increase in the cost of inputs over the period of extension, which for the purpose of this adjustment, shall be the period elapsed between the date arrived immediately after the expiry of fifty-six (56) days beyond the initial Bid validity period and the date of notification of award**;**
       2. in the case of **adjustable** price contracts, no adjustment shall be made; and
       3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
22. Bid Security
    1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security amount as **specified in the BDS**, in original form and, in the case of a Bid Security amount, in the amount and currency specified in the BDS.
    2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
    3. If a Bid Security amount is specified pursuant to ITB 19.1*,* the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:
       1. an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
       2. an irrevocable letter of credit;
       3. a cashier’s or certified check; or
       4. another security **specified in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer’s Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. 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 Employer 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 18.2.

* 1. If a Bid Security amount or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration whichever is required shall be rejected by the Employer as non-responsive.
  2. If a Bid Security is specified pursuant to ITB 19.1, 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 and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
  3. 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 and if required in the BDS, the Environmental and Social (ES) Performance Security.
  4. The Bid Security amount may be forfeited:

1. 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
2. if the successful Bidder fails to:

#### sign the Contract in accordance with ITB 47; or

#### furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

* 1. The Bid Security amount or the Bid-Securing Declaration of a JVshall be in the name of the JVthat submits the Bid. If the JVhas not been constituted into a legally enforceable JV*,* at the time of Bidding, the Bid Security amount or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
  2. If a Bid Securing deceleration is required in the BDS, pursuant to ITB 19.1, and;

1. if a Bidder withdraws its Bid during the period of the Bid validity specified by the Bidder in the Letter of Bid; or any extension thereto provided by the Bidder; or
2. if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES), Performance Security in accordance with ITB 48.

the Borrower may execute the Bid-Securing Declaration**,** and as provided for in the BDS**,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated in the BDS.

1. Format and Signing of Bid
   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.
   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
   3. 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.
   4. 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.
   5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

1. Sealing and Marking of Bids
   1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
      1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and
      2. in an envelope marked “Copies”, all required copies of the Bid; and
      3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:
2. in an envelope marked “ORIGINAL - Alternative Bid”, the alternative Bid; and
3. in the enveloped marked “Copies – Alternative Bid” all required copies of the alternative Bid.
   1. The inner and outer envelopes shall:
      1. bear the name and address of the Bidder;
      2. be addressed to the Employer in accordance with ITB 22.1;
      3. bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
      4. bear a warning not to open before the time and date for Bid opening.
   2. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
4. Deadline for Submission of Bids
   1. Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
   2. The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
5. Late Bids
   1. The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
6. Withdrawal, Substitution, and Modification of Bids
   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 20.3, (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 in accordance with ITB 20 and ITB 21 (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 Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

* 1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
  2. 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.

1. Bid Opening
   1. Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, 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 chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS.
   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.
   3. 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.
   4. Next, 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.
   5. Next, all remaining 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 Employer may consider appropriate.
   6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid andthepriced Schedulesare to be initialed by representatives of the Employer attending Bid opening in the manner **specified in the BDS**.
   7. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
   8. The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
2. the name of the Bidder and whether there is a withdrawal, substitution, or modification;
3. the Bid Price, per lot (contract) if applicable, including any discounts;
4. the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
5. any alternative Bids.
   1. 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.

Evaluation and Comparison of Bids

1. Confidentiality
   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 Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
   2. Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
   3. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.
2. Preliminary Examination & Clarification of Bids
   1. Prior to the detailed evaluation, pursuant to ITB 35, the Employer will conduct preliminary examination of all bids that have been received by the deadline for bid submission and opened at public bid opening as the first step towards determination of their substantial responsiveness to the bidding document. The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11 without recourse to extrinsicevidence.The Employer will verify and examine bids to determine whether they are complete, properly signed to bind the bidder, meet eligibility requirements of bidders, materials, equipment, and services, bidders have no conflict of interest and have provided required bid validity, bid security or bid securing declaration, as required and other essential documents to complete the evaluation, and whether the bids are generally in order. Subject to ITB 27.2 and 27.3, Bids failing to meet the above requirements shall be rejected and not retained for further review.
   2. To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer 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 Employer shall not be considered. The Employer’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 Employer in the evaluation of the Bids, in accordance with ITB 31.
   3. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected.
3. Deviations, Reservations, and Omissions
   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.

1. Determination of Responsiveness
   1. Following rejection of Bids if any, pursuant to ITB 27, as the next step, the remaining Bids will be further reviewed to determine their substantial responsiveness. The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
   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 Employer’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.

* 1. The Employer shall examine the technical aspects of the Bid in accordance with ITB 16, ITB 17, ITB 29, ITB 30, the BDS if applicable, and Section III Evaluation and Qualification Criteria in particular, to confirm that all requirements of Section VII, Works’ Requirements have been met without any material deviation, reservation or omission. To this end, in consideration of materiality of any deviations, reservations or omissions, Bids failing to meet the mandatory technical requirements or minimum pass-fail technical criteria or failing to substantially meet any other technical requirements of the biding document will be rejected.
  2. The Employer shall similarly examine the commercial aspects of the bids including any deviations, other than technical specifications, submitted in response to the provisions of the bidding document, to determine if they conform to the terms and conditions of the draft contract and other documents included in the bidding document without any material deviation, reservation or omission, and establishment of materiality in such aspects will similarly risk rejection of the Bids.
  3. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. All other bids determined substantially responsive will be retained for further evaluation.

1. Nonmaterial Nonconformities
   1. Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.
   2. Provided that a Bid is substantially responsive, the Employer 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.
   3. Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component, and costs associated, if any, with non-material deviations, reservations and omissions to the requirements of the bidding documents in the manner **specified in the BDS**.
2. Correction of Arithmetical Errors
   1. Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for admeasurement 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 Employer 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.

* 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

1. Conversion to Single Currency
   1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
2. Margin of Preference
   1. Unless otherwise **specified in the** **BDS,** no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria, and in accordance with the provisions stipulated in the Bank’s Procurement Framework[[3]](#footnote-4)**.**
3. Subcontractors
   1. Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
   2. The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications with respect to only the specific work experience of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
   3. Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified** **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
4. Evaluation of Bids
   1. The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the successful Bid or Bids in accordance with ITB 40.
   2. To evaluate Bids, the Employer shall consider the following factors, in accordance with evaluation and award criteria as applicable for single contract (one lot),’, lots (contracts) or packages (combination of lots) and as specified under Section III-Evaluation and Qualification Criteria:
5. the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[[4]](#footnote-5) for admeasurement contracts, but including Daywork[[5]](#footnote-6) items, where priced competitively;
6. price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
7. price adjustment due to discounts offered in accordance with ITB 12.1, ITB 14.4, ITB 14.6 and ITB 14.7;
8. converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
9. price adjustment for nonconformities in accordance with ITB 30.3;
10. the additional evaluation factors are specified in the BDS and Section III, Evaluation and Qualification Criteria; and
11. price adjustment due to application of Margin of Preference, if applicable, as per BDS of ITB 33.1, and Section III, Evaluation and Qualification Criteria.
    1. 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.
    2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
12. Comparison of Bids
    1. The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.
13. Abnormally Low Bids
14. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
15. In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
16. After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
17. Unbalanced or Front-Loaded Bids
    1. If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer’s opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid priceas with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
    2. After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
       1. accept the Bid; or
       2. require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
       3. reject the Bid.
18. Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the eligible Bidder or Bidders that is/are selected as having submitted the lowest evaluated cost and substantially responsive Bid (s) substantially meet the respective minimum qualifying criteria specified in Section III, Evaluation and Qualification Criteria. To this end, the Employer will determine for which Lots and Packages, and/or their combinations, as the case may be, for which Bidder submitted bid, it substantially meets the respective minimum qualification criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

39.3 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 Employer shall proceed to the Bidder or Bidders who offered substantially responsive Bid (s) with the next lowest evaluated cost to make a similar determination of such Bidders’ qualifications to perform satisfactorily.

39.4 The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the Contract or combination of Contracts.

1. Successful Bid or Bids
   1. Having compared the evaluated costs of Bids, the Employer shall determine the successful Bid or combination of Bids as the case may be, in accordance with the additional Bid Evaluation Criteria as further described in Section III Such Bid or Bids would be those which has/have been determined to:
      1. be substantially responsive to the bidding document;
      2. offer the lowest evaluated cost to the Employer for all works to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITB 14.6 inviting bid prices and discounts, and provisions made in the Bidding Document for evaluation of bids and award of contract (s); and
      3. be offered by Bidder or Bidders that substantially meet the qualification criteria applicable for Contract or combination of Contracts for which they are selected.
2. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids
   1. The Employer 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.
3. Standstill Period
   1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
4. Notification of Intention to Award
   1. The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
5. the name and address of the Bidder submitting the successful Bid;
6. the Contract price of the successful Bid;
7. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
8. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
9. the expiry date of the Standstill Period; and
10. instructions on how to request a debriefing and/or submit a complaint during the standstill period.

Award of Contract

1. Award Criteria
   1. Subject to ITB 41, and unless otherwise specified in the BDS, the Employer shall award the Contract or Contracts to the Bidder or Bidders whose Bid or Bids has/have been determined successful in accordance with ITB 40.
2. Notification of Award
   1. Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
   2. Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
3. name and address of the Employer;
4. name and reference number of the contract being awarded, and the selection method used;
5. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
6. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
7. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
8. successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.
   1. The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
   2. Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
9. Debriefing by the Employer
   1. On receipt of the Employer’s Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
   2. Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period
   3. Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
   4. Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.
10. Signing of Contract
    1. The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
    2. The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
11. Performance Security
    1. Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer.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 Employer. A foreign institution providing a bond shall have a correspondent financial institutionlocated in the Employer’s Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
    2. Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) 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 Employer may award the Contract to the Bidder or Bidders offering the next Lowest Evaluated Cost to the Employer as per the bid evaluation and award criteria.
12. Adjudicator
    1. The Employer proposes the person named **in the BDS** 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 Employer does not agree on the appointment of the Adjudicator, the Employer 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.
13. Procurement Related Complaint
    1. The procedures for making a Procurement-related Complaint are as **specified** in the BDS.

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

|  |  |
| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | The reference number of the Invitation for Bids (IFB) is: **ICPAC/RLACC-SOM/IFB-002/2022/Lot 2**  The Employer is***:*** **IGAD Climate Predictions and Application Centre**  Name of Works: **Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)**  The name of the IFB is: Open Competitive Bidding Number (National) ICPAC/RLACC-SOM/IFB-002/2022/Lot 2  The number and identification of works under single or multiple lots (contracts)comprising this IFB is:   |  |  |  | | --- | --- | --- | | **Lot No.** | **Name of Contract** | **Location** | | 2 | **Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)** | Galmudug | |  |  |  | | |
| **ITB 1.2(a)** | Not Applicable.  **NB:** Electronic bid submission is not allowed. |
| **ITB 2.1** | The Borrower is: **Federal Republic of Somalia**  Financing Agreement amount: **USD 9,985,185**  The Specific Bank financing institution is: **African Development Fund**  The name of the Project is: Rural Livelihoods’ Adaptation to  Climate Change in the Horn of Africa – Phase II (RLACC II) |
| **ITB 4.1 (a)** | i) The firms in a Joint Venture, Consortium or Association (JV) **shall be**jointly and severally liable. |
| **ITB 4.1 (c)** | Maximum number of members in the Joint Venture, Consortium or Association (JV) shall be: **Three (3)** |
| **ITB 4.1 (d)** | Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than **25%** percent of the total value of the contract. |
| **ITB 4.5** | A list of debarred firms and individuals is available on the Bank’s external website: [https://www.afdb.org/en/projects-operations/ debarment-and-sanctions-procedures](https://www.afdb.org/en/projects-operations/%20debarment-and-sanctions-procedures) |
| **B. Contents of Bidding Document** | |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Employer’s address is:  **IGAD Climate Predictions and Application Centre**  Address: ICPAC HQs, Kibiku Area, Ngong Town  City: Ngong Town  Country: Kenya  Electronic mail address: https://www.icpac.net |
| **ITB 7.1** | Requests for clarification should be received by the Employer no later than Ten (10) days prior to the deadline for submission of bids |
| **ITB 7.1** | Web pages where bidding process information is published: **N/A** |
| **ITB 7.4** | A Pre-Bid meeting **shall** be held virtually through Microsoft Team’s application at the following date and time:  Date: December 12, 2022 at 2PM East Africa Time  Virtual link: Join Zoom Meeting  https://us06web.zoom.us/j/86970267291?pwd=NVEwcllmMEw0UnJ4bjAxOFluOC9WQT09  Meeting ID: 869 7026 7291  Passcode: vy8WxA  A site visit conducted by the Employer **shall be** organized  Date: December 15, 2022 at 12PM East Africa Time |
| **ITB 7.6** | Web page/Mode for publishing Minutes of Pre-bid meeting: **Minutes of Pre-bid meeting will be shared with all interested bidders via email addresses used when requesting for the SBD, and any subsequent bidders requesting for the SBD after the pre-bid meeting has been held.** |
| **C. Preparation of Bids** | |
| ITB 10.1 | The language of the Bid is: **English**  All correspondence exchange shall be in **English** language. |
| **ITB 11.1 (b)** | **Bidder shall complete:** “Bill of Quantities” |
| ITB 11.1 (k) | The Bidder shall submit the following additional documents in its Bid:   1. **Valid Certificate of Registration from relevant authorities** 2. **Valid Tax Clearance Certificate from relevant authority** 3. **Code of Conduct for Contractor’s Personnel (ES)** 4. **Management Strategies and Implementation Plans** 5. **3 Work Completion Certificates or References**   The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.  **Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks**   * The Bidder shall submitManagement Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks: ***N/A*** |
| **ITB 13.1** | Alternative Bids *shall not be considered.* |
| **ITB 13.2** | Alternative times for completion shall not permitted. |
| **ITB 13.3** | Technical Alternative shall not be permitted. |
| **ITB 13.4** | Alternative technical solutions shall not be permitted. |
| ITB 14.2 | The adjustment shall be based on the average price of the item as quoted in other substantially responsive Bids. |
| **ITB 14.5** | The prices quoted by the Bidder shall not besubject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Bids are invited for individual lots. Bidders have the option to bid for any one or more lots.  Section III describes the criteria for evaluation and award of One and Multiple Contracts. |
| **ITB 15.1** | The price shall be quoted by the Bidder in **US dollars.** |
| **ITB 18.1** | The Bid validity period shall be **One Hundred Twenty (120) days.** |
| **ITB 18.3 (a)** | The Bid price shall be adjusted by the following factor(s): **N/A** |
| **ITB 19.1** | A Bid Security of the amount and currency shown against each lot in the table below is required:   |  |  |  | | --- | --- | --- | | **Lot No.** | **Name of Contract** | **Bid security amount USD** | | 2 | Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood & 1 Borehole in Afbarwaqo (Lot 2) | $10,310 | |
| **ITB 19.3 (d)** | Other types of acceptable securities: **None** |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**: Two** |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  **a) Power of Attorney;**  **(b) In addition to point “a” above, In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”** |
| **D. Submission and Opening of Bids** | |
| **ITB 22.1** | For **Bid submission purposes** only, the Employer’s address is:  **IGAD Climate Predictions and Application Centre**  Address: ICPAC HQs, Kibiku Area, Ngong Town  City: Ngong Town  Country: Kenya  The deadline for Bid submission is:  Date:January 16, 2023  Time: 12:00PM East Africa Time  Bidders **shall not** have the option of submitting their Bids electronically. |
|  |
| **ITB 25.1** | The bid opening shall take place at:  Address: ICPAC HQs, Kibiku Area, Ngong Town  Country: Kenya  Date:January 16, 2023  Time: 2:30PM East Africa Time |
| **ITB 25.1** | The electronic Bid opening procedures shall be: ***N/A*** |
| **ITB 25.6** | The Letter of Bid and Schedules shallbe initialed by all representatives of the Employer conducting Bid opening*.* |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 30.3** | The adjustment with respect to a missing or non-conforming item or component, and costs associated, if any, with non-material deviations, reservations or omissions to the requirements of the bidding document shall be based on the **average** price of the item or component and cost, if any, of non-material deviations, reservations or omissions as quoted in or derived from other substantially responsive Bids unless any other specific evaluation criteria has been provided elsewhere in the bidding document for such adjustments in which case the latter shall be applied. If the price or cost of any of the above cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate based on its own judgment, past experience or market search, as considered appropriate. |
| **ITB 32.1** | The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: ***United States Dollars (USD)***  The source of exchange rate shall be: **N/A**  The date for the exchange rate shall be*:* **N/A** |
| **ITB 33.1** | A margin of domestic preference **shall not**apply.  A margin of regional preference **shall not**apply. |
| **ITB 34.1** | At this time the Employer **does not intend**to execute certain specific parts of the Works by subcontractors selected in advance. |
| **ITB 34.2** | The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as key activities, as follows and further identified under sub-factor 4.2 (b) of Section III:   1. **Plumbing** 2. **Electricity** 3. **Metal Works**   For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications with respect to Specific Experience only of the proposed Specialized Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation in accordance with paragraph 2.6 of Section III. |
| **ITB 34.3** | Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: **Fifteen percent (15%)** of the total contract amount or **Fifteen percent (15%)** of the volume of work to be delivered.  Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. |
| **ITB 35.2 (f)** | Other Criteria: These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. |
| **F.** **Award of Contract** | |
| **ITB 47.1** | The successful Bidder shall not submit the Beneficial Ownership Disclosure Form. |
| **ITB 49** | The Adjudicator proposed by the Employer is***: Relevant Local Authority “*Somali Engineering Association”.**The hourly fee for this proposed Adjudicator shall be USD 20 plus reimbursable expenses***.*** The biographical data of the proposed Adjudicator is as follows:   * Profession: BSC Civil Engineer * Years of relevant experience: 10+ years * Age: 40+ years * Nationality: Somali   Present position: Member at Somali Engineering Association |
| **ITB 50.1** | The procedures for making a Procurement-related Complaint are detailed in the [**Part B**](https://www.afdb.org/en/projects-and-operations/procurement/new-procurement-policy) of the Operations Procurement Manual under the Procurement Framework of the African Development Bank. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures to the employer, in writing (by the quickest means available, such as by email in accordance with the following:  **For the attention**: Mr. Ibrahim Iman  **Title/position**: Project Coordinator  **Employer**: IGAD Climate Predictions and Application Centre  **Email address***: Iiman@icpac.net*  In summary, a Procurement-related Complaint may challenge any of the following:   1. the terms of the Bidding Documents; 2. the purchaser’s decision to exclude a bidder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract.   The Bank’s Procurement Framework stipulates that bidders may send copies of their communications with the Borrowers to the Bank or write to the Bank directly when, Borrowers do not respond promptly, any questions on any issues regarding the implementation of Bank funded projects, or when the communication is a complaint against the Borrower. In this regard, if a bidder wishes to protest against a decision made by a Borrower or the Bank with regards to the procurement process or wishes to inform the Bank that the Bank’s procurement rules and/or provisions of the bidding documents have not been complied with, an email can be sent to the following address:  **Email:** [procurementcomplaints@afdb.org](mailto:procurementcomplaints@afdb.org) |

Section III - Evaluation and Qualification Criteria

*This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, 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; or
* value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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Margin of Preference

Not applicable

Successful Bid or Bids

In continuation and accordance with ITB 40, the Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the successful Bid or Bids which has/have been determined to:

(a) be substantially responsive to the bidding document;

(b) offer the lowest evaluated cost to the Employer for all works to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITB 14.6 inviting bid prices and discounts, and provisions made of the Bidding Document for evaluation of bids and award of contract (s); and

(c) be offered by Bidder or Bidders that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

**2.1 Evaluation**

In addition to the criteria listed in ITB 35.2 (a) – (e) the following criteria shall apply:

**2.1.1 Adequacy of Technical Proposal (Reference ITB 16 and ITB 29.3):**  The Employer will determine whether the Bids are substantially responsive to the Technical Requirements. 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.

**2.1.2 Evaluation of Commercial Terms and Conditions of the Bid (Reference ITB 29.4):** The Employer will determine whether the Bids are substantially responsive to the Commercial and Contractual Terms and Conditions.

**2.2** **Single and Multiple Contracts**

# Pursuant to ITB 14.6, and ITB 35.4 and in accordance with how bids are invited either for ‘Works’ or Works are grouped in lots (contracts) or packages (one or more lots) and bids are invited for mulpiple lots or packages, evaluation and award will be as follows:

**(i) Award Criteria for a Single Contract**

**Works**

Evaluation and Award Criteria for ‘Works’ as One (Single) Contract: The bids will be evaluated for ‘Works’ and the contract will be awarded to the Bidder offering the lowest evaluated cost to the Employer for ‘Works’ subject to the selected Bidder substantially meeting the required qualification criteria for the contract, and determination of substantial responsiveness of the Bid.

**(ii) Award Criteria for Multiple Contracts [ITB 35.4]:**

**Lots**

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots (contracts), subject to the selected Bidder(s) substantially meeting the required qualification criteria for lot or combination of lots as the case may be.

**Packages**

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) substantially meeting the required qualification criteria for combination of packages and or lots as the case may be.

**(iii) Qualification Criteria for Multiple Contracts:**

Section III describes criteria for qualification for each lot (contract) and for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b) of Paragraph 3: Qualification, of Section III. However, with respect to the specific experience under item 4.2 (a) of Paragraph 3: Qualification, of Section III, the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract

**(a) For one Contract**:

**Option 1:**

(i) N contracts, each of minimum value V;

Or

**Option 2:**

(i) N contracts, each of minimum value V; or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than N x V.

**(b) For multiple Contracts**

**Option 1:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

**or**

**Option 2:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.,

**or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than N1 x V1.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than N2 x V2.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than N3 x V3.

----etc.

**or**

**Option 3:**

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has bid for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3;

----etc.

**or**

(ii) Lot 1: N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than N1 x V1.

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than N2 x V2.

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than N3 x V3.

----etc.

**or**

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than N1 + N2 + N3 +--but the total value of all such contracts is equal or more than N1 x V1 + N2 x V2 + N3 x V3 +---.

**2.3 Alternative Completion Times**

“Alternative time for completion is not permitted. Bids offering Intended Completion Date longer than that specified under Sub-Clause GCC 1.1 (v) under Section IX-Particular Conditions of Contract shall be rejected.”

**2.4 Sustainable procurement: Based on the following main considerations:**

1. Socio-economic consideration: Requirements mandated by law and International conventions.
2. Environmentally and Socially Responsible Procurement *[*Requirements mandated by law and International conventions.

**2.5 Alternative Technical Solutions for specified parts of Works**

The acceptability of alternative technical solutions of parts of the Works, if permitted under ITB 13.4, will be determined as follows: N/A

**2.6 Specialized Subcontractors**

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

Qualification

| **Eligibility and Qualification Criteria** | | | **Compliance Requirements** | | | | **Documentation** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject** | **Requirement** | **Single Entity** | **Joint Venture (existing or intended)** | | | **Submission Requirements** |
| **All members Combined** | **Each Member** | **At least one Member** |
| **1. Eligibility** | | | | | | | |
| 1.1.1 | **Nationality** | Nationality in accordance with ITB 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.1.2 | **Eligibility of Materials, Equipment and Services** | Country of Origin in accordance with ITB 5 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid &  Form ELI-1.3 |
| 1.2 | **Conflict of Interest** | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.3 | **Bank Eligibility** | Not having been declared ineligible by the Bank, as described in ITB 4.5. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.4 | **State-owned enterprise or institution of the Borrower country** | Meets conditions of ITB 4.6 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | **United Nations resolution or Borrower’s country law** | Not having been excluded as a result of prohibition in the Borrower’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 4.8 and 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]](#footnote-7) did not occur as a result of contractor default since 1st January 2016. | Must meet requirement1 & 2 | Must meet requirements | Must meet requirement[[7]](#footnote-8) | N/A | Form CON-2 |
| 2.2 | **Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period or other failures** | Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid or other failures pursuant ITB 19.9 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 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 |
| 2.4 | **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder[[8]](#footnote-9) since 1st January 2016. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 2.5 | **Declaration: Environmental and Social (ES) past performance** | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) as per contractual obligations in the past five years[[9]](#footnote-10). | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form CON-3 ES Performance Declaration |
| **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 (4 months) estimated as USD for the subject contract(s) net of the Bidder’s other commitments of **US$ 257,754.00** | Must meet requirement | Must meet Requirement | N/A | N/A | Form FIN – 3.1, 3.3 and 3.4 with attachments |
|  |  | (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements (4 months) on works currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A |  |
|  |  | (iii) The audited balance sheets or, if not required by the laws of the Bidder’s country, other financial statements acceptable to the Employer, for the last 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 of US$ 1,546,524.00 for each lot, calculated as total certified payments received for contracts in progress and/or completed within the last Three (3) years, divided by Three (3) years | Must meet requirement | Must meet requirement | Must meet 25% of the requirement | Must meet 40%, of the requirement | Form FIN – 3.2 |
| **4. Experience** | | | | | | | |
| 4.1 (a) | **General Construction Experience** | Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least 3 years starting 1st January 1, 2019. | 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 contracts specified below that have been satisfactorily and substantially[[10]](#footnote-11) completed as a prime contractor, joint venture member[[11]](#footnote-12), management contractor or sub-contractor11 between 1st January 2016 and bid submission deadline:  (i) Two similar contracts, each of minimum value of **$412,406.**  The similarity of the contracts shall be based on the following: Based on Section VII, physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITB 34.2] | Must meet requirement | Must meet requirement[[12]](#footnote-13) | N/A | N/A | Form EXP 4.2(a) |
|  |  |
| 4.2 (b) |  | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2019 and Bid submission deadline, a minimum construction experience in the following key activities successfully completed[[13]](#footnote-14):  -Site clearance  -Drainage works  -Construction signs’ installation  Bidder would be required to meet any one of the two options:  ” i) The minimum average annual rate of production of any of the key activities mentioned above between the specified period of Jan. 1, 2019 and Bid submission deadline shall be One or more . This should account for all contracts where the above key activity was successfully completed during the same specified period mentioned above.” OR ii) The minimum aggregate production of any of the key activities mentioned above during the period not exceeding any 12 consecutive months between Jan.1, 2017 and Bid submission deadline under one or more contracts shall be 3 or more. The aggregation of production under more than one contract shall take into account only such quantities of the activity that have been successfully completed during the same 12 consecutive months.” ][[14]](#footnote-15) | Must meet requirements | Must meet requirements | N/A | N//A | Form EXP – 4.2 (b) |
| 4.2 (c) |  | For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2019 and Bid submission deadline, experience in managing ES risks and impacts in the following aspects:  Experience of managing and following guidelines on Environmental and Social Impact Assessment.  Must have ability to implement activities and comply with the best practices and the principles of environmental management. | Must meet requirements | Must meet requirements | N/A | N/A | Form EXP – 4.2 (c) |

***Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a), 4.2(b) and 4.2 (c)]***

Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described below and in the Specifications.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Position** | **Minimum years of relevant experience** | **Qualification Requirements** |
| 1 | Project Manager (1 person) | 10 | Minimum bachelor degree in any discipline having minimum 10 years’ experience on water supply related project management; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 2 | Hydrologist/hydrogeologist (3 persons) | 8 | Minimum bachelor’s degree in hydrogeology/geology/civil engineering having minimum 8 years’ relevant experience; must have knowledge of borehole drilling and rehabilitation and construction of rain water catchments; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 3 | Civil/Structural Engineer (3 persons) | 7 | Minimum bachelor degree in civil/structural engineering having minimum 7 years’ experience or relevant diploma in civil engineering and having minimum 10 years’ experience; must have knowledge of local building and construction methods, practices and technologies specific experience in construction of rain water catchments; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 4 | Civil Works Foreman (3 persons) | 10 | Diploma in civil engineering or borehole drilling and rehabilitation technologies and having minimum 10 years’ experience in water infrastructures construction and rehabilitation works; Good understanding on reading of production technical drawings; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 5 | Electrical Engineer or Electrician (3 persons) | 5 | Minimum bachelor degree in electrical engineering having minimum 5 years of experience or diploma in electrical engineering having minimum 7 years’ experience; experience with electrical works of a similar nature to those under the contract a must; ability to certify electrical test results; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 6 | Plumber/Mechanical Engineer (3 persons) | 5 | Minimum bachelor degree in mechanical engineering having minimum 5 years of experience or diploma in mechanical or advanced plumbing training having minimum 5 years’ experience; having minimum 3 years of working experience; must have worked on at least 3 projects in a similar capacity; experience with mechanical works of a similar nature to those under the contract a must; ability to certify mechanical test results; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |

Equipment

The Bidder must demonstrate that it will have access to the key Contractor’s equipment listed hereafter in providing evidences showing ownership or access to deploy the equipment:

|  |  |
| --- | --- |
| **Type of Equipment** | **Minimum Number of Unit Required for for simultaneous works for 3 sites** |
| Bulldozer | 3 |
| Excavator | 3 |
| Vibrator | 3 |
| Soil Roller Compactor | 3 |
| Wench | 3 |
| Concrete Mixer | 3 |
| Welding Equipment | 3 |
| Pick-up for transport | 3 |
| Transport Trucks | 3 |
| Survey Level Instrument | 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

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidders in preparing this form.* |

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

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**IFB No.:** ICPAC/RLACC-SOM/IFB-002/2022/Lot2

**Alternative No.**:N/A

To: **IGAD Climate Predictions and Application Centre**

**ICPAC HQs, Kibiku Area, Ngong Town**

**Ngong Town, Kenya**

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
2. **Eligibility of Bidder**: We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Eligibility of Materials, Equipment and Services**: We meet the eligibility requirements for Materials, Equipment and Services in accordance with ITB 5;
4. **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer’s Country in accordance with ITB 4.7;
5. **Conformity:** We offer to execute in conformity with the bidding document the following Works: ***[****insert a brief description of the Works] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
6. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (g) below is: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one Contract for ‘Works’:* Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

*[Option 2, in case of multiple lots or Option 3, in case of multiple packages each package comprising of one or more lots:]* (a) Total price of each lot identifying its package number if it belongs to a package [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

1. **Discounts:** 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 of each item and ‘Works’ (one contract/lot), and in case of multiple lots or multiple packages, net price of each item, each lot and each package after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts and ensure clarity, unambiguity, etc. in accordance with ITB 14.7];*

1. **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended, if applicable) from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES), Performance Security,* ***Delete if not applicable****]* in accordance with the bidding document;
3. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and weare not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
4. **Suspension and Debarment**: 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 subject to, a temporary suspension or a debarment imposed by the Bank or a debarment imposed by the Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
5. **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
6. **Commissions, gratuities and fees:** 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.”)*

1. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and

(p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and

(q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

***[or]***

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

**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 or names of all members (partners) of JV and sign on behalf of the JV and not on behalf of only one member that has been given power of attorney.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid. If the Bidder is a JV, the power of attorney shall be given by the JV or by all members of the JV.

Schedules

Bill of Quantities

|  |
| --- |
| **Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2)** |

Please view the attached files in the zip file to access the BoQs and design. A BOQ for each site (3) the BOQ summary document must be filled and attached to the tender:

Forms of Bid Security

Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** IGAD Climate Predictions and Application Centre

**Invitation for Bids No:** ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**Alternative No***.:* **N/A**

**Date:** [*Insert date of issue]*

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

**Guarantor:** *[Insert Guarantor’s 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”) and Open Competitive Bidding (National)/Limited Competitive Bidding (LCB) NoICPAC/RLACC-SOM/IFB-002/2022/Lot 2.

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant to issue this guarantee, 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 (“the Bid Validity Period”), 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 and, if required, the Environmental and Social (ES) 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 and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; 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 end of the Bid Validity Period.

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: In case the Applicant is a Joint Venture indicate the name of the Joint Venture or names of all members of the Joint Venture that submitted or will submit the Bid]*

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

Technical Bid

Technical Bid Forms

* **Technical Bid-Base Bid**
* **Key Personnel Schedule**
* **Equipment**
* **Site Organization**
* **Method Statement**
* **Mobilization Schedule**
* **Construction Schedule**
* **ES Management Strategies and Implementation Plans**
* **Code of Conduct (ES)**
* **Others**

|  |
| --- |
| Technical Bid-Base Bid  *OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2  ***[Note for information of Bidder:*** *Bidders shall demonstrate compliance with the Employer’s requirements and Technical Specifications as described in Section VII of the Bidding Documents. Any departures or deviations from the required Technical Specifications shall be highlighted and if there are none, full compliance shall be confirmed.*  *The Bidder shall provide the Technical Bid for the Base-Bid complete in all respect including Technical information and standards, codes, designs and specifications, of Works offered along with all documentation mentioned in ITB 16 and Section VII of the Bidding Document. This will include relevant literatures, data or drawings, test results and other supporting documents, including all information requested in the Bidding Document and as may be necessary to establish conformity with the Employer’s Specifications and requirements.*  *Any deviations in the technical standards, codes, designs or specifications or other requirements from those stated in the Bidding Documents shall be explained indicating their impact on the performance requirements, characteristics or parameters of the works. To this end, for any such deviations to be acceptable, Bid shall establish to the satisfaction of the Employer substantial responsiveness to the required technical specifications by explaining and documenting for the offered works, equivalency with or improvement to the required technical standards, codes, designs and Specifications.*  *Any Major deviation from the Employer’s requirements shall be the cause for rejection of the Bid. Any deviation which in the Bidder’s opinion is considered minor, the Bidder shall provide evidence to this effect including evidence of any monetary implications caused by such deviation. The Employer’s evaluation shall be independent of Bidder’s opinion on such matters and shall be final****]*** |

**Form PER -1**

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

|  |  |  |
| --- | --- | --- |
| **1.** | **Title of position:** *[Insert Title]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **2.** | **Title of position:** *[Insert Title]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **3.** | **Title of position:** *[Insert Title]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **4.** | **Title of position:** *[Insert Title]* | |
|  | **Name of candidate:** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **5.** | **Title of position:** *[Insert Title]*  *[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |
| **6.** | **Title of position:** *[Insert Title]* | |
|  | **Name of candidate** | |
|  | **Duration of appointment:** | [*insert the whole period (start and end dates) for which this position will be engaged*] |
|  | **Time commitment: for this position:** | [*insert the number of days/week/months/ that has been scheduled for this position*] |
|  | **Expected time schedule for this position:** | [*insert the expected time schedule for this position (e.g. attach high level Gantt chart*] |

Form PER-2

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

Resume and Declaration - Key Personnel

|  |
| --- |
| **Name of Bidder** |

|  |  |  |
| --- | --- | --- |
| **Position [#*1*]: [*title of position from Form PER-1*]** | | |
| **Personnel information** | **Name:** | **Date of birth:** |
|  | **Address:** | **E-mail:** |
|  |  |  |
|  | **Professional qualifications:** | |
|  | **Academic qualifications:** | |
|  | **Language proficiency:** *[language and levels of speaking, reading and writing skills]* | |
| **details** |  | |
|  | **Address of employer:** | |
|  | **Telephone:** | **Contact (manager / personnel officer):** |
|  | **Fax:** |  |
|  | **Job title:** | **Years with present employer:** |

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Project** | **Role** | **Duration of involvement** | **Relevant experience** |
| *[main project details]* | *[role and responsibilities on the project]* | *[time in role]* | *[describe the experience relevant to this position]* |
|  |  |  |  |

**Declaration**

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

|  |  |
| --- | --- |
| **Commitment** | **Details** |
| **Commitment to duration of contract:** | *[insert period (start and end dates) for which this Key Personnel is available to work on this contract]* |
| **Time commitment:** | *[insert the number of days/week/months/ that this Key Personnel will be engaged]* |

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. my disqualification from participating in the Bid;
3. my dismissal from the contract.

**Name of Key Personnel: [*insert name*]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

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**  **o Owned o Rented o Leased o 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** | |
|  |  | |
|  |  | |

Site Organization

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*[insert Site Organization information]*

Method Statement

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*[insert Method Statement]*

Mobilization Schedule

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*[insert Mobilization Schedule]*

Construction Schedule

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*[insert Construction Schedule]*

ES Management Strategies and Implementation Plans

(ES-MSIP)

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

#### The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (k) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

#### In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct for Contractor’s Personnel (ES) Form

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

**Note to the Bidder**:

**The minimum content of the** **Code of Conduct form as set out by the Employer shall not be substantially modified**. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

**Note to the Employer**:

**The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

**Delete this Box prior to issuance of the bidding documents.**

**CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL**

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, laborers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel”** and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
   1. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
   2. wearing required personal protective equipment;
   3. using appropriate measures relating to chemical, physical and biological substances and agents; and
   4. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor’s Personnel or the project’s Grievance Redress Mechanism.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor’s hotline *(if any)* and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person with relevant experience*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Countersignature of authorized representative of the Contractor:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: (day month year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

1. **Examples of sexual exploitation and abuse** include, but are not limited to:

* A Contractor’s Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
* A Contractor’s Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
* A Contractor’s Personnel rapes, or otherwise sexually assaults a member of the community.
* A Contractor’s Personnel denies a person access to the Site unless he/she performs a sexual favor.
* A Contractor’s Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

1. **Examples of sexual harassment** **in a work context**

* Contractor’s Personnel comment on the appearance of another Contractor’s Personnel (either positive or negative) and sexual desirability.
* When a Contractor’s Personnel complains about comments made by another Contractor’s Personnel on his/her appearance, the other Contractor’s Personnel comment that he/she is “asking for it” because of how he/she dresses.
* Unwelcome touching of a Contractor’s or Employer’s Personnel by another Contractor’s Personnel.
* A Contractor’s Personnel tells another Contractor’s Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Others

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

Commercial Terms and Conditions

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

*[Bidder shall specify any deviations to the provisions of the Bidding Document (other than Technical Specifications) in particular those specified in Part 3 of the Bidding document including General and Particular Conditions of Contract. If “None” it shall be confirmed accordingly]*

Bidder’s Qualification

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

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: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  
OCBI No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2   
Page *\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_*pages

|  |
| --- |
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration:  *[indicate country of Constitution]* |
| 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  🞎 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 4.4.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Employer   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Bidder’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_

OCBI No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_*f *\_\_\_\_\_\_\_* pages

Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JV Information of the Reporting Firm

|  |
| --- |
| 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 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

Form ELI -1.3

Eligible Materials, Equipment and Services Form

(to be completed by the Bidder)

Bidder’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*OCBI No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2 Page *\_\_\_\_\_\_*of *\_\_\_\_\_\_* pages

**Eligible Materials, Equipment and Services**: In compliance with ITB 5, provide the following information for all Materials, Equipment and Services included under the Contract. Instead of listing each and every item, broad categories are listed below. Include all items in these categories unless any item to be supplied is not covered by any one of them in which case list them separately.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1  S. No. | 2  Description of Broad Category of Materials/Equipment and Services | 3  Estimated Quantity*- [State: “All quantity as required” or quantity by subcategory of items]* | Estimated Aggregate Value (US Dollar Equivalent) | 5  Countries of Origin |
| 1 | All Construction and Testing Materials including raw materials, Cement, Steel, Timber, Lime, Sand, Aggregates, Plastics, Bitumen, Oils, Lubricants, etc. as per specification |  |  |  |
| 2 | All types of Plants, Equipment including Laboratory and Testing Equipment, All types of Vehicles, Furniture, Fittings and Fixtures, Pipes, Tools, Steel and Other Structures, Utensils, Computers and Other IT Equipment, etc. as per specification |  |  |  |
| 3 | All Types of Services including Construction, Installation, Assembly, Inspection, Supervision, Care of Sites, Labor (Skilled and Unskilled), Drilling, Mapping, Transportation and Insurance, etc. as per specification |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

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

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_OCBI No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Historical Contract Non-Performance, Pending Litigation and Litigation History of the Reporting Firm

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.  🞎 Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| 🞎 No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| 🞎 Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
|  | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Employer: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Employer: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  | |  | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | | | |
| 🞎 No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.  🞎 Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below. | | | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), USD Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

Form CON – 3:

Environmental and Social Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder’s Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member’s or Specialized Subcontractor’s Name: *[insert* *full name]  
OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

Page *[insert page number]* of *[insert total number]* pages

Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Environmental and Social Performance Declaration of the Reporting Firm

|  |  |  |  |
| --- | --- | --- | --- |
| Environmental and Social Performance Declaration  in accordance with Section III, Qualification Criteria, and Requirements | | | |
|  **No suspension or termination of contract**: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.   **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| **Year** | **Suspended or terminated portion of contract** | **Contract Identification** | **Total Contract Amount (current value, currency, exchange rate and US$ equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]* | *[insert amount]* |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for suspension or termination: *[indicate main reason(s)]* | *[insert amount]* |
| *…* | *…* | *[list all applicable contracts]* | *…* |
| **Performance Security called by an employer(s) for reasons related to ES performance** | | | |
| Year | Contract Identification | | Total Contract Amount (current value, currency, exchange rate and US$ equivalent) |
| *[insert year]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for calling of performance security: *[indicate main reason(s) e.g. for gender-based violence; sexual exploitation, or sexual abuse breaches]* | | *[insert amount]* |

Form CCC: Current Contract Commitments / Works in Progress

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OCBI No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

Name of Reporting Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Contract Commitments / Works in Progress of the Reporting Firm

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Bidders and each member of 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. Based on value of all outstanding works and average monthly invoicing, the Bidder and each Member to a JV shall explain how completion by estimated time is proposed to be achieved for each contract listed. The Bidder and each Member to a JV shall also demonstrate based on access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments consistent with information provided by the Bidder/Each JV Member under Forms FIN--3.1, FIN 3.3 and this Form CCC how the overall cash flow requirements for this Contract and their all other current contract commitments will be met.  **Current Contract Commitments and Cash-Flow Requirements** | | | | | | |
| 1  S. No. | 2  Name of Contract | 3  Employer’s Contact Address, Tel, Fax | 4  Value of Outstanding Work [Current US$ Equivalent] | 5  Estimated Completion Date/Time in Months to complete | 6  Average Monthly Invoicing Over Last Six Months [US$/month] | 7  Estimated Cash-Flow Required for every 4 months= [Value under column 4 divided by Months under column 5 times 4] |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Explanation:** | | | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of contract | Employer, 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

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OCBN No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

Name of the Reporting Firm­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_

Financial Situation and Performance of the Reporting Firm

**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 | Year4 | 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 |  |  |
|  |  |  |

**3. 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 statements[[15]](#footnote-16) for the *\_\_\_\_\_\_\_\_\_\_\_\_*years required above; and complying with the requirements

Form FIN - 3.2: Average Annual Construction Turnover

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_OCBI/LCB No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Average Annual Construction Turnover of the Reporting Firm

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | **Annual turnover data (construction only)** | | |
| **Year** | **Amount**  **Currency** | | **Exchange rate** | **USD equivalent** |
| *[indicate year]* | *[insert amount and indicate currency]* | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Construction Turnover \* |  | |  |  |

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

Form FIN - 3.3: Financial Resources

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OCBI/LCB No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_*pages

Name of Reporting Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Financial Resources of the Reporting Firm

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 consistent with the information provided under Form CCC.

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

Form EXP - 4.1: General Construction Experience

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_OCBI/LCB No. and title: ICPAC/RLACC-SOM/IFB-002/2022/Lot 2Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_

General Construction Experience of the Reporting Firm

|  |  |  |  |
| --- | --- | --- | --- |
| 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 Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |
|  |  | Contract name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Brief Description of the Works performed by the  Bidder: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Amount of contract: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Name of Employer: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Address: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  |

Form EXP - 4.2(a)

**Specific Construction and Contract Management Experience**

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV and Specialized Contractor, if applicable]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* JV Member’s Name if the Bidder is a JV \_\_\_\_\_\_\_\_\_\_\_\_Specialized Subcontractor’s Name *[Insert full name if permitted]*

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Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specific Construction and Contract Management Experience of the Reporting Firm

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Similar Contract No.** | **Information** | | | |
| Contract Identification | *[insert contract name and number, if applicable]* | | | |
| Name of the firm that was awarded the contract identified above |  | | | |
| Award date | *[insert day, month, year, e.g., 15 June 2017]* | | | |
| Completion date\*\* | *[insert day, month, year, e.g., 03 May 2019]* | | | |
| Role in Contract identified above *[check the appropriate box. Check box as “Prime Contractor” if contract was awarded to the reporting firm as a single construction contractor. Check Box “Member in JV” if the contract was awarded to a JV and was a member of the JV. Check Box “Management Contractor” if the reporting firm signed the construction contract and was responsible for its performance and completion of works as per terms and conditions of the contract. Also see \*\*\* below. Check Box “Sub-Contractor” if the reporting firm was a sub-contractor appointed by the main contractor who was awarded the contract]* | Prime Contractor  🞎 | Member in JV  🞎 | Manag.  Contractor  🞎\*\*\* | Sub-contractor  🞎 |
| Total Contract Amount | *[insert total contract amount in local currency]* | | US$ *[insert*  *Exchange rate and total contract amount in US$*  *equivalent]\** | |
| If reporting firm was a member in a “JV” or “sub-contractor”, as per box checked above, it can claim experience only for its’ own share of works actually performed under the contract and not the entire contract. As such, the reporting firm shall indicate its share as a percentage of the total Contract amount and also in absolute amount | *[insert the percentage of the total contract amount indicated above which represents reporting firm’s share under the contract performed]* | *[insert amount the reporting firm received or entitled to for the works performed as its share in the total contract amount in local currency]* | *[insert exchange rate and total contract amount in US$ equivalent]\** | |
| Roles and Responsibilities | *[Briefly describe roles and responsibilities of the Reporting firm under the above contract]* | | | |
| Employer's Name: | *[Insert Full Name]* | | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and*  *city area codes]*  *[insert e-mail address, if available]* | | | |

\* Refer Section III for guidance on the date and source of exchange rate.

\*\* If contract is not fully completed but substantially completed then indicate the absolute total value of the completed part of the contract and also the percentage completion calculated as a percentage of the total value of the contract upon completion.

\*\*\* In claiming experience as a Management Contractor, the Bidder shall furnish copies of the contracts signed by the Bidder demonstrating scope of construction works performed. It should be noted that a Construction Manager is not the same as a Management Contractor. Construction Manager is a Consultant for or agent of the Borrower and mainly responsible for supervision of the construction works and does not take the risks associated with the performance of the construction contracts as the Management Contractor does. Instead of performing the works directly, a Management Contractor contracts out and manages the work of other contractors taking on full responsibility and risk for price, quality and timely performance as per the terms and conditions of contracts it signs with the Employers.

**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

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV and Specialized Contractor, if applicable]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Subcontractor's Name[[16]](#footnote-17) (as per ITB 34.2 and 34\_3): *\_\_\_\_\_\_\_*

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Name of the Reporting Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Construction Experience in Key Activities of the Reporting Firm under each contract completed or under implementation

Bidder, Members of the JV or proposed Specialized Contractors claiming experience 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. *[Provide information for each contract separately when claiming experience by aggregating quantities of the key activity completed in more than one contract]*

1. Key Activity No One: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Information** | | | | |
| Contract Identification |  | | | | |
| Award date |  | | | | |
| Completion date as per Contract |  | | | | |
| Role in Contract | Prime Contractor  🞎 | Member in JV  🞎 | | Management Contractor  🞎 | Sub-contractor  🞎 |
| Total Contract Amount |  | | | US$ | |
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: | Information | | | | |
|  | *[insert response to Employer’s inquiry indicated in left*  *column]* | | | | |
|  |  | | | | |
|  |  | | | | |
|  |  | | | | |
| Quantity (Volume, number or rate of production, as applicable for the key activity) performed under the contract per year or part of the year. For each year indicate quantities performed and specify both start and end months.  *[Insert extent of participation indicating actual quantity of key activity successfully completed in the role performed]* | Total quantity in the contract  (i) | | Percentage  participation  (ii) | | Actual Quantity Performed  (i) x (ii) |
| Year 1 *[e.g. 2017 from January to September]* |  | |  | |  |
| Year 2 *[e.g. 2018 from January to December]* |  | |  | |  |
| Year 3 |  | |  | |  |
| Year 4 |  | |  | |  |
| In response to the criterion for rates of production in 12 consecutive months or less, if performance under more than one contract spread over more than one year are considered, the Applicant shall provide information by months for each such contract to demonstrate which same 12 consecutive months meet the minimum rate of production. |  | | | | |
| Employer’s Name: |  | | | | | |
| Address:  Telephone/fax number  E-mail: |  | | | | | |

|  |  |
| --- | --- |
|  | **Information** |
| Employer’s Name: |  |
| Address:  Telephone/fax number  E-mail: |  |

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

2. Activity No. Two

3. …………………

Form EXP - 4.2(c): Specific Experience in Managing ES aspects

*[The form shall be filled in for the Bidder, and each member of a Joint Venture, if Bidder is a JV and Specialized Contractor, if applicable]*

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Joint Venture Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* + - 1. Key Requirement no 1 in accordance with 4.2 (c): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contract Identification |  | | | |
| Award date |  | | | |
| Completion date |  | | | |
| Role in Contract | Prime Contractor   | Member in  JV   | Management Contractor   | Subcontractor   |
| Total Contract Amount |  | | US$ | |
| Details of relevant experience |  | | | |

* + - 1. Key Requirement no 2 in accordance with 4.2 (c): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
      2. Key Requirement no 3 in accordance with 4.2 (c): *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
      3. *…*

Section V - Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

Eligibility for the Provision of Goods, Works and Non-Consulting Services in   
Bank Group Financed Procurement

1. **Provisions under Section 5 “Eligibility” of the Procurement Policy for Bank Group Funded Operations and Chapter A of Volume 1 of the Operations Procurement Manual under Procurement Framework of the African Development Bank**
2. The African Development Fund (ADF) permits firms and individuals from all countries to offer goods, works and services for ADF funded projects.

However, the proceeds of any Financing undertaken in the operations of the African Development Bank (ADB) and the Nigeria Trust Fund (NTF) shall be used for procurement of goods and works, including the related services, provided by bidders from Eligible[[17]](#footnote-18) Countries.[[18]](#footnote-19) Any conditions for participation shall be limited to those that are essential to ensure the firm’s capability to fulfill the contract in question. In the case of ADB and NTF, bidders from non-Member Countries offering goods, works and related services (including transportation and insurance) are not eligible even if they offer these from Eligible Member Countries. Any waiver to this rule will be in accordance with the Articles 17(1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

1. **Rules and Procedures for Procurement of Goods and Works**

Overview

1. The eligibility criteria for participation in the supply of goods, works and related services, to be procured through the ADB and NTF Financing, derive from the requirements of the Agreement Establishing the African Development Bank, Article 17.1.d, and the Agreement Establishing the Nigeria Trust Fund, Article 4.1. The foregoing requirements basically prescribe two types of eligibility criteria:
2. The eligibility of the bidder;
3. The eligibility of the goods, works and related services.

Eligibility of the Bidder under ADB & NTF Financing

1. The eligibility of the bidder shall be based on nationality, in accordance with the following rules:

(a) Natural Persons:A natural person is eligible if he or she is a national of a Member Country of the ADB. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her bid is that of a Member Country of the ADB.

(b) Corporations:A corporation is eligible if it satisfies the following criteria:

1. it is incorporated in a country that is a Member of the ADB;
2. it is a national of a country that is a Member of the ADB, as determined by the law of its place of incorporation;
3. it has its principal place of business in a country that is a Member of the ADB.
4. Joint Ventures and Associations: An unincorporated joint venture, partnership, or association, shall be eligible if more than 50% of the value of its works and/or services is executed by its members satisfying the eligibility requirements for individuals or corporations.

Eligibility of the Goods, Works and Related Services

1. In order to be eligible, the goods to be procured must have been mined, grown, or produced, in the form in which they are purchased, in an Eligible Member Country.
2. For works contracts, which may include civil works, plant construction, or turnkey contracts, the contractor must satisfy the nationality criteria of eligibility, either as a natural person, or corporation, or joint venture and association. Labour, equipment, and materials needed for carrying out the works contract, shall be supplied from Eligible Member Countries.
3. For contracts, which have been awarded on the basis of Cost, Insurance and Freight (CIF), or Carriage and Insurance Paid (CIP), bidders shall be free to arrange for ocean and other transportation, and the related insurance, from any Eligible Member Country. On the other hand, where goods are shipped on FOB basis, and the Bank has agreed to finance transportation and insurance separately, which are arranged by the purchaser, under a separate contract, the Bank shall be satisfied that the services are supplied from Eligible Member Countries.

**List of Eligible Countries**

1. List of Eligible countries can be found in African Development Bank’s website. [*https://www.afdb.org/en/about-us/corporate-information/members/*](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.afdb.org%2Fen%2Fabout-us%2Fcorporate-information%2Fmembers%2F&data=02%7C01%7C%7Cec75998605974f2b8fb408d5a3bb00f0%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636594946502339839&sdata=B41Q0Bv9a2730LM37HNBnpPc8kms7rlrr6JUiACcvUg%3D&reserved=0)

**Ineligible Countries in reference to ITB 4.8 and ITB 5.1**

1. In reference to ITB 4.8 and ITB 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 4.8(a) and ITB 5.1: [insert a list of the countries following approval by the Bank to apply the restriction or state “none”].

Under ITB 4.8(b) and ITB 5.1: [insert a list of the countries following approval by the Bank to apply the restriction or state “none”]

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
   1. The Bank’s Integrity Framework and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption
4. [[19]](#footnote-20).
5. To this end, the Bank:
6. Defines, for the purposes of this provision, the terms set forth below as follows:
7. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[20]](#footnote-21);
8. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party[[21]](#footnote-22) to obtain financial or other benefit or to avoid an obligation;
9. “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;
10. “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;
11. “obstructive practice” is:
12. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
13. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
14. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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;
15. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower 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 process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
16. Pursuant to the Bank’s Integrity Framework and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[22]](#footnote-23) (ii) to be a nominated[[23]](#footnote-24) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
17. Requires that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[24]](#footnote-25) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Part 2: Works’ Requirements

Section VII - Works’ Requirements

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General and Technical Specifications for Works

**GENERAL ITEMS**

* 1. **Materials Generally**

All materials used on the Works shall be new and of the qualities and kinds specified herein and equal to approve samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this Specification shall be rejected and shall be immediately removed from the Site at the Contractor's expense.

* 1. **Materials for which there is a Local Standards Specification**

All materials used in the Works for which there is a local or British Standard Specification as been published, shall conform to the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any materials to state that is in accordance with the Local or British Standard Specification.

* 1. **Materials for which there is no Local Standards Specification**

All materials used in the works for which no Local Standards Specification has been published shall conform to the British standards specification for such materials. If there are no published standards and specified for any materials, the quality of such materials shall be generally of a standard equal to those for which there is a Local or British Standard Specification.

* 1. **Alternative to proprietary brands**

Where materials are specified by their proprietary names or where fittings are specified by catalogue numbers, or descriptions, the Contractor may offer materials or fittings of alternative manufacture which are of equal quality. Such alternatives must be approved before being used in the works and the Contractor shall allow for this. Prior to using them on site, the contract will submit to the Engineer for approval, the names of any suppliers or manufacturers whose products he intends to use, together with catalogue numbers, and descriptions and/or samples but the decision of the Engineer will be final.

* 1. **Measuring and Testing Equipment:**

The Contractor shall provide the following equipment for carrying out measuring and control tests on the Site and maintain in full working order: -

1. Straight edges 2 metres and 4 metres long for testing the accuracy of the finished concrete.
2. A glass graduated cylinder for use in the silt test for organic impurities in the sand.
3. Slump test apparatus: 150mm Steel cube moulds with base plates and tamping rods to B.S. 1881.
4. Two 50 metre steel tapes.
5. **Excavations and Earthwork**
   1. **Inspection of site**

The Contractor is deemed to have visited the site and to have ascertained the nature of the soil and sub-soils to be excavated. No claim will be allowed on account of these being of a different nature from that for which he has allowed in his prices.

* 1. **Procedure**

The excavations and fillings shall be carried out in such a manner and order as the Engineer may direct.

* 1. **Existing trees and shrubs**

Cut down and remove shrubs and trees as directed. No shrubs, trees, plants, etc. shall be removed except as directed by the Engineer and the contractor shall be held responsible for any damage caused by the building operations to those shrubs, trees, etc., not so directed to be removed.

* 1. **Site clearance**

All grass, vegetable matter etc., must be removed or burned on site at the commencement of the Contract over areas as directed by the Engineer.

* 1. **White ant – inspection treatment**

The Contractor must destroy any white ants’ nest found within the perimeter of the buildings and within a distance of 20 metres from the buildings externally and take out and destroy Queen Ants, impregnate holes and tunnels with approved insecticide and back-fill with hard material well rammed and consolidated.

* 1. **Excavation**

The excavations are to be executed to the widths shown on the Drawings, and to the depths below existing ground level as directed by the Engineer in order to obtain satisfactory foundation. If the Contractor excavates to any widths or depths greater than those shown on the drawings or as instructed by the Engineer, he shall at his own expense fill in such widths or depths of excavation beyond that instructed or shown with concrete as specified by the Engineer. Level and ram bottoms of all excavations to receive concrete form stepping if necessary or directed to allow for sloping ground and well water excavations before pouring concrete. The Contractor shall report to the Engineer when secure bottoms to the excavations have been obtained. Any concrete or other work executed before the excavations have been inspected and approved shall, if so directed, be removed and new work substituted after the excavations have been approved all at the contractor’s expense.

* 1. **Excavation in Rock:**

Rock is defined as any material met with in the excavation which is of such size or position that it can only be removed by means of wedges, compressed air plant, other special plant or explosives and the Engineer’s opinion shall be final. Excavation in any material such as soft coral, hard gravel, stiff clay or similar materials which in the opinion of the Engineer can reasonably be removed by pick, track excavator or similar means will be deemed to be included in the prices for normal excavation. All materials classified as rock may, if approved by the Engineers be used as hardcore filling and the measured quantities of imported filling will be adjusted accordingly. All rock so used must be broken to the required size as hereafter described before being so used.

* 1. **Blasting**

Blasting will only be allowed with the written permission of the Engineer. All blasting operations shall be carried out at the sole risk and cost of the contractor and in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Engineer governing the use and storage of explosives.

* 1. **Hardcore filling (other than coral obtained from excavations)**

Hardcore for filling under floors, etc., shall be good hard stone of coral, ballast or quarry waste (not soft coral) to the approval of the Engineer broken to pass not greater than 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the lesser and graded to contain sufficient smaller pieces to fill all voids so that it can be thoroughly compacted. The filling is to be in layers each of a consolidated thickness not exceeding 225mm and well-watered and compacted by hand or mechanical tampers. The top surface of the hardcore shall be levelled or graded to falls as required and blinded with a 75m layer of similar material finely crushed and well rolled and watered immediately before concrete is laid.

* 1. **Filling obtained from the excavations**

Filling obtained from surplus excavated materials is to be free from all weeds, roots, vegetable or other unsuitable materials and is to be filled in layers each of not more than 225mm finished thickness. Each layer to be well watered and consolidated before the subsequent layer is filled in.

* 1. **Materials found in the excavations**

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

* 1. **Surplus Soil Disposal**

Excavated material not required for subsequent refilling shall be removed to areas off site which shall be approved by supervisor at no additional cost.

* 1. **Polythene membrane**

Where the joints occur, there is to be a minimum of 300mm welted lap or joint made with approved tapes. The Contractor shall ensure that the membrane will not be pierced during the laying and concreting of sub-floors.

* 1. **Insecticide Treatment:**

Insecticide treatment shall be “Aldrex” 48 or “Dieldrex” 18, applied in accordance with the Manufacturer’s printed instructions or other equal and approved treatment. After the hardcore filling has been prepared the whole surface including the top surface of foundation walling shall be similarly treated before concrete slabs are poured. The treatment shall extend 1.5 metres beyond the external wall faces of the building.

1. **Concrete and Masonry Work**
   1. **Water**

The water used for mixing concrete shall be clean, fresh and free from harmful matter. It shall contain no soil.

* 1. **Cement**

Cement unless otherwise specified shall be ordinary Portland cement of a brand and source approved by the Supervising Engineer. A manufacturer’s certificate may be required to be supplied for each consignment delivered to the site. From time to time as requested by the Engineer, copies of the cement manufacturer’s test certificate shall be delivered to the Engineer or his representative on the site promptly, but such documents shall not preclude the Engineer from rejecting any cement which does not in every way comply with the specification. Any cement, which has failed to pass the tests or has been damaged by water or contaminated in any way on site, shall immediately be removed from the site.

* 1. **Sand**

Sand used for concrete works shall be clean and of good sharp hard quality. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances. If any of these materials are noted, it shall be passed through a fine sieve to remove all unnecessary matter as directed by the Supervising Engineer. Preferably sand gotten from the river shall be used for all concrete where reinforcement shall be used. If sand from the sea shall be used, it must be thoroughly cleaned with river water to wash out all the salts.

* 1. **Aggregate**

Aggregate used shall be 20 mm to 35 mm size. It shall be delivered to the site in their prescribed sizes or gradings and shall be kept on soil free surface to avoid intermixing. Aggregates shall not be bought site mixed with the sand. On no account shall aggregates be kept on free earth surface.

Fine aggregates and sand shall be clean, sharp, coarse, hard material and equal at all times to the samples which shall be deposited with and approved by the engineer. The contractor shall supply necessary equipment for the testing of fine aggregate and sand for the use of the Engineer.

Coarse aggregates shall be hard, clean gravel or broken stone from approved quarries and shall be free from earth, decomposed stone, and extraneous matter. They shall be “Graded Aggregate” 20mm to 35mm. Thin, elongated, friable, flaky or laminated pieces, mica or shale shall only be present in such small quantities as not to affect adversely the strength and durability of the concrete. The amount of fine particles occurring in a free state or as loose adherent shall not exceed 1% when determined by the laboratory sedimentation test. After twenty-four hours in water, a previously fried sample shall not gain more than 10% in weight. Each grade of aggregate shall be stored in the works in separate heaps so that there shall be no possibility of any inter-mixing. Any materials which have become inter-mixed shall be removed from the site forthwith by the Contractor. If, in the opinion of the Engineer, the aggregate is dirty or adulterated in any manner, it shall be wasted and or/ screened by the Contractor. Graded samples of all types of aggregate each weighing 10Kg. Shall after approval, be kept on site for visual checking of subsequent deliveries for grading, shape, and where applicable, colour.

* 1. **Designation of Concrete mixes:**

The various mixes of concrete are designated in the subsequent measured items by the following criteria:-

Nominal mixes: By the weight proportions of whole bags of ordinary Portland cement to fine and coarse aggregate and by the maximum size of coarse aggregate. The Contractor shall regularly submit details giving specific gravities and moisture content of aggregates.

Concrete is required to have the properties and give the strength Newtons per square millimetres as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Class** | **Mix ratio** | **Max. Size of**  **Coarse agg.** | **Max. Water/Cement**  **Ratio by weight** | **Min. Crushing strength of Cubes N/mm2** | |
|  |  |  |  | 7 days | 28 days |
| 30 | 1:1:2 | 20mm | 0.50 | 21 | 31.5 |
| 25 | 1:1.5:3 | 20mm | 0.55 | 17.5 | 26.25 |
| 20 | 1:2:4 | 20mm | 0.60 | 14 | 21 |
| 20 | 1:2:4 | 15mm | 0.60 | 14 | 21 |
| 15 | 1:3:6 | 25mm | 0.60 | 9 | 13.5 |

* 1. **Tamping**

The term “tamping” as used herein in conjunction with the phrase treating surfaces of unset concrete” shall mean the final compaction and surface finish to be applied to unset concrete beds, or the like, with steel rod beam tamper, either manually or mechanically operated unless otherwise stated. The resulting surface finish shall have a slightly ribbed appearance.

* 1. **Keying**

The term “Keying” as used herein in conjunction with the phrase “treating surfaces of unset concrete” shall mean the preparation of beds, or the like, to receive in-situ paving’s by raking with a standard horticultural rake whilst the concrete is still green and when the concrete is set and cured, protecting the raked surfaces with a layer of clean sand and removing the sand immediately before the in-situ paving is laid

* 1. **Measurement of materials for concrete works**

All materials shall be measured by weight. The concrete mixes are mass basis.

* 1. **Faulty Concrete**

Any concrete which fails to comply with these preambles, or which shows signs or settings before it is placed small be taken out and removed from the bite, where concrete is round to be defective after it as set the concrete shall be cut out and replaced in accordance with the Supervising Engineer’s instructions. On no accounts shall any faulty, honeycombed, or otherwise defective concrete be repaid or patched until the Supervising Engineer has made an inspection and issued instructions for the repair.

* 1. **Curing**

The curing of the concrete must receive particular careful attention. The concrete shall be covered with a layer of sacking, canvas, hessian or suitable absorbent material, and concrete, formwork and covering kept constantly wet for the first seven days after casting

* 1. **Mixes, Chases and Casting in**

No holes or chases are to be cut in reinforced concrete works. The contractor shall ensure that all necessary holes and chases, including fixing holes for railings and balustrades etc., are carefully formed in the correct position by requisite measures prior to the placing of concrete. All conduits, pipes, tubes and the like shall unless otherwise detailed, be run on top of the bottom reinforcement of the concrete work. Generally, conduits, pipes and special fixtures shall be concreted in where required and in the exact positions demanded. Details of the positions of all holes, chases and fixing blocks shall be submitted to the Engineer for his approval prior to putting the work in hand.

* 1. **Protection**

All in-situ concrete shall be protected from rain and during hot, dry and windy weather approved hessian covering kept constantly damp shall be used to prevent premature drying out. All in-situ concrete shall be protected from damage by disturbance, shock vibrations, early loading or overloading. In addition, all exposed finishes shall be constantly protected from mechanical damage to arises or faces and damage due to dropping, splashing and staining from any source including rusty scaffolding or reinforcement.

* 1. **Surface Finishes**

After removal of shuttering, unless instructed to the contrary, the face of exposed concrete is to be rubbed down immediately to remove fins or other irregularities. In the event of parts of the concrete being honeycombed, such portions are to be cut to depth and shape required by the Engineer and made up with fine concrete of equal quality in such a manner as shall be directed. The face of concrete for which shuttering is not provided, other than slabs, is to be smoothed with a wooded float to give a finish equal to that of the rubbed-down surface where shuttering is provided. The top face of slab which is not intended to cover with other material is to be levelled and floated before setting to a smooth finish at the levels or falls shown on the drawings or elsewhere. The floating must be carried out in such a way as will prevent an excess of mortar being brought to the surface of the concrete. The top face of a slab intended to be surfaces with mortar, granolithic or similar material is to be brushed with a stiff broom while still green to remove any laitance and provide a roughened surface.

* 1. **Concrete Blocks**

Solid and hollow concrete blocks for walling shall be equal in every respect to a sample to be deposited with and approved by the Engineer. Walling is to be built in 200mm courses that is 190mm block height plus a 10mm joint and of the thickness given in provided drawings. They shall be hard, true to size, shape and with sharp arises. They shall be obtained from an approved manufacturer or manufactured on site in approved block-making machines. The mix used shall be not less than 1:9 by volume and the maximum size of aggregate shall be 12mm size. The blocks, on removal from the machine, shall be carefully laid on edge or racks under sheds erected by the Contractor and left for 3 days during which period they hall be kept constantly wet after which they shall be placed on edge in the open racks and protected by sacking or other approved covering and kept wet for a further 5 days.

Thereafter, the blocks shall be left in the same position without wetting for a further 20 days. No blocks will be allowed to be used in the works until 28 days old and until samples have been tested and approved by the Engineer. The Contractor is to ensure that blocks are stocked separately in their respective categories and used in the structure in the positions shown on the drawings.

**Damp proof course (below walls):** To be asbestos base fully bitumen impregnated and weighing not less than 3.80 kgs per square metre. The sheeting is to be lapped 150mm at running joints and the full width of walls at angles.

* 1. **Steel reinforcement**

The steel reinforcement shall be mild steel with a minimum of 250N/mm tensile strength. High tensile steel reinforcement shall either be cold worked deformed steel bars of circular octagonal section complying with B.S. 4461 or hot rolled deformed high tensile bars having a guarantee minimum yield stress of 4200 kg/sq. cm (60,000 p.s.i) and other physical qualities in accordance with B.S. 4449. Welded steel fabric reinforcement shall comply with B.S. 4483. All reinforcement shall be in the “diameter” and metric range and the substitution of “square twisted” or imperial range shall be allowed but only at no extra cost to the Employer. The Contractor will be required to submit at his own expense certified test data of the following characteristics; ultimate tensile stress, yield point stress, elongation, cold bend test. Should such certificates not be submitted by the manufacturer, the Contractor shall have the requisite tests made at his own expense at an independent testing laboratory.

* 1. **Fixing Steel Reinforcement**

Reinforcement shall be accurately bent to the shapes and dimensions shown on the drawings and schedules. Reinforcement must be cut and bent cold and no welded joints will be permitted. Placing of steel bars must ensure that the bars receive a minimum of 50mm of concrete cover.

* 1. **Formwork**

The method and system of formwork which the Contractor proposes to use shall be approved by the Supervising Engineer before the Construction commences. Formwork shall be subsequently and rigidly constructed of timber, steel, plastic, precast concrete or other approved material. All timber frameworks shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and of scantlings strong for their purpose.

* 1. **Striking Times**

It shall be the Contractor’s responsibility that no distortion, damage, overloading or undue deflection is caused to the structure by the striking of formwork, but the Engineer reserves the right to delay the time of striking in the interest of the work. Formwork shall not be struck until the concrete has sufficiently hardened. Approval of the Engineer shall not relieve the Contractor of his liability to make good any concrete damaged by premature removal or collapse of forms. In no circumstances shall forms be struck until concrete reaches cube strength of at least twice the stress to which the concrete may be subjected at the time of striking. The following striking times given in days (24 hours) are the absolute minimum that will be permitted:-

|  |  |  |
| --- | --- | --- |
| **Forms Portland Cement** | **Ordinary Hardening Cement** | **Rapid Hardening cement** |
| Walls, Columns (Unloaded), Beam Sides | 2 | 2 |
| Slabs - Props left under | 7 | 2 |
| Beam soffites – Props left under | 14 | 5 |
| Slabs - Props | 14 | 5 |
| Beams - Props | 21 | 8 |

* 1. **Storage of materials**

Cement shall be kept dry and used in rotation of deliveries. If delivered in bags these shall be stored off the ground in a well-ventilated and weather-proof shed used exclusively for this purpose. The shed is to be sufficiently large to contain a working stock and provided with partitions or such other means as may be necessary to ensure the effectual separation of the various consignments and type of cement. Stacking of cement in bags over a height of ten bags will not be permitted. Cement may be delivered in bulk containers provided additional suitable arrangements are made for bulk storage on the approval of the Engineer.

**Aggregate** shall be stored at mixer positions on drained concrete paved areas, with stout dividing walls between different sizes and types of aggregates.

**Reinforcement** shall be stored by type, size and length either off the ground or on clean surfaced areas, and shall be kept free from rust

1. **Roofing**
   1. **Sheeting roofing generally**

All sheet coverings shall be laid away from the prevailing weather i.e. the exposed edge of the top most sheet to be on its leeward side. All roof materials shall be as specified in the Bills of Quantities and laid in accordance with the manufacturer’s instructions

* 1. **Steel sheet roofing**

Corrugated steel sheets shall be in accordance to specified gauges specified, laid with 1½ corrugation side laps and 150 mm end laps. Sheets are to be properly stacked on battens and if kept in the open are to be stacked inclined to facilitate run-off of rainwater.

**Fixing to Timber:** The sheets shall be fixed to timber with 6mm diameter galvanised mild steel roof screws 65mm long, each with one plastic “Selawasher” or a Bituminous washer with one galvanised steel diamond shaped washer.

**Holes**: for bolts or screws shall be punched from the inside of the sheet and through the ridges of corrugations not the valleys.

**Ridges and valleys etc:** The ridges and valleys etc., shall be formed of galvanised mild steel sheeting of a quality equal to that of the roofing sheets. Ridges shall be seam bolted to the sheeting on each side at 450mm centres maximum with 12mm diameter seam bolts 20mm long each with one plastic washer or a bituminous diamond shaped washer with galvanised diamond shaped steel washer and one galvanised steel nut. Ridges and valleys shall be not less than 380mm girth.

* 1. **Insect damage**

All timber, whether graded or upgraded and including shattering, scaffolding and the like shall be free of live borer, beetle or other insect attack when brought upon the site. The Contractor shall be responsible up to the end of the maintenance period for executing at his own cost all work necessary to eradicate insect attack of timber which becomes evident including the replacement of timbers attacked, notwithstanding that the timber concerned may have been inspected and passed as fit for use.

* 1. **Seasoning of timber**

All timbers for the roofing shall be seasoned to an average moisture content of not more than 20%.

* 1. **Pressure Impregnated Timber**

The timber shall not be exposed to wet conditions. All cuts ends, drilling or fabrications on the site producing new surfaces shall be thoroughly cleaned and coated with oil preservative.

1. **Workmanship**
   1. **Manufacturer’s instructions**

All materials shall be used strictly in accordance with instructions issued by the manufacturers concerned.

* 1. **Inspections**

The Contractor shall give written notices to the Supervising Engineer for the purpose of inspection and measurement, whenever sections of:-

* Excavations are completed
* Reinforcement’s bars are fixed ready for fixing
* Reinforcement bars have been fixed and ready for concreting

1. **Protection** 
   1. **Existing services**

Before commencing works the Contractor shall at his own expense ascertain in writing from the relevant local authorities and all other public bodies, companies and persons who may be affected, the position and the depths of their respective ducts, cables, mains, or pipes and appurtenance. He shall thereupon search for and locate such services. Location of all active existing services shall be marked adequately and protected from damage. Inactive services may be removed or sealed off in accordance with the agreement with the local authorities.

* 1. **Protection**

The Contractor shall protect all the graded and filled areas from action of the construction. Any settlement or washing away that occurs prior to acceptance of the works shall be repaired and surface re-established to the required elevations and slopes.

1. **Floors and Ceramic Finishes**
   1. **Preparation for and finish to in-situ paving**

Where practicable in-situ paving and 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 paving is laid and on the day of laying the surface is to be only damp with all surplus water removed and painted with cement and sand (1:1) grout immediately before commencing the paving. The grout is to be applied continuously in front of the paving and not in large areas that will dry out before the paving is applied. All paved surfaces shall be finished hard and smooth with a steel trowel unless otherwise specified. Paving shall be protected during the first stage of hardening from the harmful effects of sunshine, dry winds, rain or water. In exposed positions they are to be covered with well wetted layer of saw dust, hessian or other approved material and this layer is to be kept damp for at least seven days, during which period no traffic is to be allowed over the paving. When floor tiles or similar finishes are to be applied, care shall be taken to protect the screeds to receive them. When no longer required as protection to the surface the material is to be removed and the paving left clean and perfect.

* 1. **Screeds to receive floor and wall finishes**

These are to be finished with a steel trowel to a hard smooth, true and level surface. Screeds to receive tiles, etc. which are to be bedded in mortar are to be well scratched to form a key.

1. **Painting and Decorating**
   1. **Materials**

The primers, paints, plastic emulsion coating, are to be approved by the Engineer before applied to surfaces. The materials for other finishes are of best quality available of approved manufacture. Before commencing painting, the Contractor shall submit to the Engineer for approval a list of all the brands of paints and finishing including the necessary primers and undercoats he intends to use and immediately upon being so approved orders shall be placed and total requirements obtained for the works. Once approved no other brand of material shall be used without the express permission of the Engineer in writing.

* 1. **Supply and Preparation**

All paints shall be delivered on site intact in the original drums or tins and shall be mixed and applied strictly in accordance with the manufacturer’s printed directions. The only additions which will be allowed to be made will be liquid thinners, driers, etc., supplied by the makers for the purpose. No paint shall be thinned more than approved by the Engineer. Paint for external work shall be of the special quality recommended by the manufacturers for external use.

* 1. **General Workmanship**

I. The priming and undercoats shall be the correct brands and tints to suit the respective finishing coats all in accordance with the manufacturer’s directions.

1. IAll surfaces must be thoroughly cleaned down prior to painting and decorating work and no external painting may be done in rainy weather. All paint must be thoroughly well worked on and excess of paint in any coat must be avoided.
2. All brushes, tools and receptacles are to be kept clean and free from dirt or old paint and are to be thoroughly cleaned each time after use.
3. Each coat is to be well brushed into the surface so that every part, including joints, angles, etc, is adequately covered, but care is to be taken to avoid excessive or uneven thickness of paint film, particularly at edges and in angles, etc.
4. Each coat of paint, etc., shall be properly dry and shall be well rubbed down with fine sand paper and be brushed clean before the next coat is applied. The paint work shall be finished smooth and free from brush marks.
5. Where so required or directed, painting shall be in part colours and picked out and cut in and prices shall include for this.
6. All ironmongery, metal or plastic plates and electrical outlets and fittings and the like shall be removed before painting is commenced, and re-fixed on the completion of the work.
7. No spray or roller painting will be allowed unless permission is given by the Engineer.
8. The contractor shall so arrange his programme of work that all other trades are completed and away from the area to be painted when painting begins.
   1. **Sample Colours**

All colours will be selected by the Engineer from a range of colours. Samples and colour cards of all paints, and materials shall be submitted for approval of the Engineer before the same are applied and sample panels shall be executed for the Engineer’s approval where and when directed. Such samples when approved shall become the standard for the work.

* 1. **Preparation and priming of painted surfaces**

**Plastered surfaces**

1. Plaster surfaces are to be perfectly smooth, free from defects and ready for decoration. All such surfaces shall be allowed to dry for a minimum period of four weeks and rubbed down with No.2 grade sand paper to remove trowel marks stains, etc., after the priming coat all cracks and imperfections are to be made good with “Polyfilla” (or similar approved hard filler) well rubbed down and then touched up with the priming coat.
2. Priming for plastic emulsion paint shall be the paint thinned with 25% water.
3. Priming for oil paint shall be with an alkali-resistant primer.

**Cement plastered, Concrete and Block wall surfaces**

1. Surfaces shall be brushed so as to be entirely free of dust, dirt, loose material, etc., immediately prior to decorating.
2. Priming for plastic emulsion paint shall be the paint thinned with 25% water
3. Priming for oil paint shall be with an alkali-resistant primer.

**Ferrous Metalwork**

All surfaces shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and rubbed down with No. 2 grade sand paper and brushed and left perfectly clean immediately prior to decorating.

* 1. **Preparation of plastered surfaces**

**To be repainted with plastic emulsion**

After general examination of surfaces for defects as above, the surfaces are to be washed and brushed down with a stiff fibre brush to remove dust or dirt preparatory to applying paint and all small cracks are to be made good with hard stopping.

**To be painted with oil paint**

After general examination for surfaces of defects as above, the surfaces are to be washed and brushed down with stiff fibre brush to remove dust or dirt preparatory to applying paint and all small cracks are to be made good with hard stopping. Rub down paint which, in the opinion of the Engineer, is sound, firmly adhering and without sign of underlying defect, with waterproof glass paper as required to form a good key, rub down crazed, flaked, peeling blistered, loose and rough local patches as required to produce a fair and even surface throughout, remove all defective paint and wash down with clean water. Bring forward local areas from which paint has been removed and other slight irregularities with alkali-resistant primer, filler and one undercoat, all as previously described. Touch up filling to cracks, etc., with alkali-resistant primer and an undercoat, all as previously described.

* 1. **Preparation of metal surfaces**

**To be repainted with Oil Paint**

1. Wire brush or scrub as required removing all rust and all crazed, flaked, peeling, blistered, loose and perished paint. The metal under such areas is to be left bare and clean.
2. Paint which, in the opinion of the Engineer, is soundly adhering and without sign of underlying rust, may be left on but is to be well rubbed down to form a sound key for the new paint.
3. All bare surface exposed by the above preparation are to be primed and painted one undercoat before the main first coat is applied.
   1. **Preparation of wood surfaces**

**To be repainted with Oil Paint**

1. Thoroughly clean all paint which, in the opinion of the Engineer is sound, firmly adhering and without sign of underlying defects and afterwards rub down with pumice stone or waterproof glass paper and rinse down with clean water. Cleaning is effected by washing down with suitable detergents (of such dilution that the paint is not adversely affected) followed by thoroughly rinsing with clean water. The cleaning agent is to be applied from the bottom upwards and the rinsing is to be from top downwards.
2. Thoroughly examine for defects in the woodwork and sterilize areas on which there is mould, and re-putty sashes, etc. as necessary.
3. Except as provided in (iv) hereafter, remove all which is crazed, raked, peeling, blistered, loose and decayed or otherwise defective by carefully burning off or removing with an approved paint stripper well rub down as required to produce a fair and even surface throughout and rinse down with clean water.
4. Rub down with pumice alone or waterproof glass paper all paint which is sound apart from uniform chalking of the surface and rinse down with clean water.
5. Thoroughly clean out all cracks, crevices, open joints, holes, etc. coat with appropriate priming paint and fill in with hard stopping. When stopping has set rub down until flush with the adjoining surfaces.
6. Cut out all loose knots and stop as described in (v) above and thoroughly coat all exposed sound knots with knotting.
7. Touch up with priming paint and undercoat all surfaces which on completion of the foregoing preparations are bare of paints and bring forward local areas from which defective paint has been removed and other slight irregularities with prime, filler and undercoat as previously described.
8. **Drainage**
   1. **Drain trench excavations**

**Generally**

Trenches to be in straight lines and falls as shown on Drawings or as directed. The Contractor shall report to the Engineer and obtain his approval when secure bottoms have been reached and are ready to receive concrete. Any such work put in hand before receiving his approval shall, if so required, be removed and new work substituted, after the Engineer’s approval to the excavations has been obtained, all at the Contractor’s expense. The Contractor shall keep all excavations free from water by pumping, temporary drains or other means as necessary or directed. Any work damaged by water shall be replaced at the Contractor’s expense. Where rock is used for back filling it is not to exceed 150mm gauge and all interstices shall be properly filled in with small pieces and fine binder. The first back filling in pipe trenches is to be of approved materials, imported if necessary, free from rock or stone and to be watered and carefully tamped over around the pipes until they are covered to a depth of 300mm subsequent filling is to be in 150mm layers, watered and rammed. Mechanical rammers may not be used until the pipes have been covered to a depth of 1 metre. Any disturbances of or damage to the pipes during backfilling must be made good by the contractor at his own expense. Surplus materials is to be laid over the trench to allow for settlement of filling and may depressions or subsidence below the level of the adjacent ground shall be filled up, as and when necessary, until the end of the Defects Liability period.

* 1. **Laying and jointing concrete base drain pipes**

Laying is to be commenced at points of junction with existing drains or at points of discharge. Each line of drain is to be laid in a perfectly straight line to even gradient. Before each pipe is laid, it shall be examined to ensure that the bore is clean and any foreign material removed. Each pipe shall be stuck with a wooden mallet to test for soundness, and any cracked or damaged pipes rejected. Ends of all pipes must be clean before jointing. Immediately after jointing as before described, a tight fitting wad or scraper shall be drawn several times through the bore of the pipe joints are to be protected from injury by rain, soil, water, etc., until they have set hard. Plug open pipes and junctions, whenever work are suspended, to prevent the entrance of rubbish during construction.

* 1. **Concrete beds and surround, etc, to pipes**

When pipes are bedded on concrete the bed shall be first laid to correct falls and levels with recess formed in same for the pipe socket so that the whole of the soffit of the pipe barrel bears evenly on the bed. When the concrete has set, a thin layer of mortar (1:2) shall be spread on the bed to receive the pipe’s barrel, sufficient to ensure that surplus is squeezed out when the pipe is laid and finally adjusted to level. After jointing the recesses around sockets shall be filled with concrete of the same mix as the bed and the haunching or surrounding completed.

* 1. **Testing drains**

The contractor will be required to inspect and test each length of drain before any refilling of the trench takes place.

* 1. **Plumbing**

For a building, the plumbing system will be done in a way that water is distributed uniformly, throughout the day. It will be ensured that a combination of fittings and fixtures is selected in such a way that uniform supply of water and discharge of water is maintained.

* 1. **Sanitary Fittings**

All sanitary fittings (wash hand basins, water closets etc.) will be selected by the Engineer from a range of samples. The samples shall be submitted for approval of the Engineer before the same are procured and fitted. Such samples when approved shall become the standard for the work. All sanitary fittings shall be fitted to the plumbing system water tight to ensure no leakages takes place

1. **Doors and Windows**
   1. **Building in Aluminium Frames**

Openings for doors ventilator, etc., are to be set out and left un-built until the aluminium frames have been fixed in position.

* 1. **Building in Aluminium Windows and Doors openings.**

For aluminium frames are to be wide enough for the frames to fit without being forced into position. Build the lugs into the joints of the walling and fill in the space between the walling and frame with cement mortar 1:4 well tamped into the channel of the frames and point all round externally. All frames must be set plumb and level and free from twists.

* 1. **Electrical Installations**

Before starting any work on electrical installation, the contractor will first study provided electrical layout drawings. The contractor will have to be familiar with electrical symbols used in the layouts. The Electrical Wiring Diagram will indicate the areas or locations of a building where Lighting, Socket Outlets [receptacles], Small Appliances or other machinery will be positioned. Ensure that circuit breakers or earth leakage circuit breakers or residual current circuit breakers will safeguard people from getting electric shock from live or hot conductors or equipment. Earthling will be installed.

Key Personnel Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Position** | **Minimum years of relevant experience** | **Qualification Requirements** |
| 1 | Project Manager (1) | 10 | Minimum bachelor degree in any discipline having minimum 10 years’ experience on water supply related project management; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 2 | Hydrologist/hydrogeologist (3) | 8 | Minimum bachelor’s degree in hydrogeology/geology/civil engineering having minimum 8 years’ relevant experience; must have knowledge of borehole drilling and rehabilitation and construction of rain water catchments; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 3 | Civil/Structural Engineer (3) | 7 | Minimum bachelor degree in civil/structural engineering having minimum 7 years’ experience or relevant diploma in civil engineering and having minimum 10 years’ experience; must have knowledge of local building and construction methods, practices and technologies specific experience in construction of rain water catchments; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 4 | Civil Works Foreman (3) | 10 | Diploma in civil engineering or borehole drilling and rehabilitation technologies and having minimum 10 years’ experience in water infrastructures construction and rehabilitation works; Good understanding on reading of production technical drawings; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 5 | Electrical Engineer or Electrician (3) | 5 | Minimum bachelor degree in electrical engineering having minimum 5 years of experience or diploma in electrical engineering having minimum 7 years’ experience; experience with electrical works of a similar nature to those under the contract a must; ability to certify electrical test results; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |
| 6 | Plumber/Mechanical Engineer (3) | 5 | Minimum bachelor degree in mechanical engineering having minimum 5 years of experience or diploma in mechanical or advanced plumbing training having minimum 5 years’ experience; having minimum 3 years of working experience; must have worked on at least 3 projects in a similar capacity; experience with mechanical works of a similar nature to those under the contract a must; ability to certify mechanical test results; proficiency in Microsoft Office Word and Excel is expected; written and verbal abilities in English are required. |

Key Equipment Requirements

|  |  |
| --- | --- |
| **Type of Equipment** | **Minimum Number of Unit Required for for simultaneous works for 3 sites** |
| Bulldozer | 3 |
| Excavator | 3 |
| Vibrator | 3 |
| Soil Roller Compactor | 3 |
| Wench | 3 |
| Concrete Mixer | 3 |
| Welding Equipment | 3 |
| Pick-up for transport | 3 |
| Transport Trucks | 3 |
| Survey Level Instrument | 3 |

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DRAWINGS

**To view the drawings/design please open the attached link (drawings):**

Part 3: Conditions of Contract

& 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. Boldface type is used to identify defined terms.  1. 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. 2. 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. 3. The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23. 4. **i)** **Bank** means the financing institution **named in the PCC**; and **ii)** **Borrower** means the entity **named in the PCC.** 5. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid. 6. **Compensation Events** are those defined in GCC Clause 42 hereunder. 7. 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. 8. The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below. 9. The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer. 10. The **Contractor’s Bid** is the completed bidding document submitted by the Contractor to the Employer. 11. The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract. 12. **Days** are calendar days; months are calendar months. 13. **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. 14. A **Defect** is any part of the Works not completed in accordance with the Contract. 15. The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor. 16. The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date. 17. **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 Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract. 18. The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**. 19. **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works. 20. **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record; 21. The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance. 22. 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. 23. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works. 24. **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. 25. The **Project Manager** is the person **named in the PCC** (or any other competent person appointed by the Employer 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. 26. **PCC** means Particular Conditions of Contract. 27. The **Site** is the area **defined as such in the PCC**. 28. **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site. 29. **Specifications** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager. 30. 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. 31. 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. 32. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works. 33. A **Variation** is an instruction given by the Project Manager which varies the Works. 34. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**. 35. “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor. 36. **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specifications. 37. **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)); 38. **“Sexual Exploitation and Abuse” “(SEA)”** means the following:   **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;  **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;   1. **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and 2. **“Employer’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor. |



|  |  |
| --- | --- |
| 1. Interpretation | * 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. 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).   3. The documents forming the Contract shall be interpreted in the following order of priority:  1. Agreement, 2. Letter of Acceptance, 3. Contractor’s Bid, 4. Particular Conditions of Contract, 5. General Conditions of Contract, including Appendices, 6. Specifications, 7. Drawings, 8. Bill of Quantities,[[25]](#footnote-26) and 9. any other document **listed in the PCC** as forming part of the Contract. |
| 1. Language and Law | * 1. The language of the Contract and the law governing the Contract are **stated in the PCC**.   2. Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s Country when   (a) as a matter of law or official regulations, the Borrower’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 Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Project Manager’s Decisions | * 1. Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 1. Delegation | * 1. Unless 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. |
| 1. Communica­tions | * 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. |
| 1. Eligibility, Joint Venture and Subcontracting | 7.1 **Eligibility:** The Contractor and its Subcontractor or Suppliers shall have the nationality of an eligible country of the Bank in accordance with the Bank’s Procurement Policy for the Bank Group Funded Operation described under the Bank’s Procurement Framework, and as listed in Section V, Eligible Countries. The Contractor shall be deemed to have the nationality of a country if the Contractor 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 subcontractors or subconsultants for any part of the Contract including related Services. All materials, equipment and services to be supplied under the Contract shall have their country of origin in an eligible country of the Bank in accordance with the Bank’s Procurement Policy for Bank Group Funded Operations described under the Bank’s Procurement Framework, and as listed in Section V, Eligible Countries under Appendix C to General Conditions.  7.2 **Joint and Several Liability:** If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:   1. unless otherwise **specified in the Particular Conditions of Contract (PCC)**, these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract. Any limit on the maximum number of members in the Joint Venture, Consortium or Association shall be as **specified in the PCC**. Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall be as **specified in the PCC**; 2. these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and   (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.  7.3 **Subcontracting:** The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1. However, the Contractor shall not subcontract the whole of the Works. Maximum aggregate participation of all Subcontractor in the contract by value shall not exceed the limit **specified in the PCC**. |
| 1. Other Contractors | * 1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer 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 Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.   2. The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer’s or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment. |
| 1. Personnel and Equipment | * 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.   2. The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:  1. persists in any misconduct or lack of care; 2. carries out duties incompetently or negligently; 3. fails to comply with any provision of the Contract; 4. persists in any conduct which is prejudicial to safety, health, or the protection of the environment; 5. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; 6. has been recruited from the Employer’s Personnel; 7. undertakes behavior which breaches the Code of Conduct for Contractor’s Personnel (ES).   If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.  Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.”   * 1. The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.   2. **Labor**      1. ***Engagement of Staff and Labor.*** The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.   Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor’s Personnel, and for all payments in connection therewith.  The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specifications. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.   * + 1. ***Conditions of Labor.*** The Contractor shall inform the Contractor’s Personnel about:     2. any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specifications; and     3. their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.   The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.  Where required by applicable laws or as stated in the Specifications, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.   * + 1. The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.     2. The Contractor shall at its own expense provide the means of repatriation to and the Contractor’s Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.     3. ***Disorderly conduct.*** The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor’s Personnel.     4. ***Facilities for Staff and Labor.*** Except as otherwise stated in the Specifications, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor’s Personnel. If stated in the Specifications, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel if stated in the Specifications.     5. The Contractor shall, in all dealings with the Contractor’s Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specifications.     6. ***Supply of Foodstuff*s.** The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specifications at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.     7. ***Supply of Water*.** The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.     8. ***Measures against Insect and Pest Nuisance.***The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.     9. ***Alcoholic Liquor or Drugs*.** The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.     10. ***Arms and Ammunition*.** The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.     11. ***Funeral Arrangements.*** The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.     12. ***Forced Labor.*** The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.   No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.   * + 1. ***Child Labor*.** The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).   The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.  The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager’s approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.  Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:   1. with exposure to physical, psychological or sexual abuse; 2. underground, underwater, working at heights or in confined spaces; 3. with dangerous machinery, equipment or tools, or involving handling or 4. transport of heavy loads; 5. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or 6. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.    * 1. ***Employment Records of Workers.*** The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.      2. ***Workers’ Organizations*.** In countries where the relevant labor laws recognize workers’ rights to form and to join workers’ organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers’ organizations and legitimate workers’ representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers’ organizations, the Contractor shall enable alternative means for the Contractor’s Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor’s Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers’ organizations are expected to fairly represent the workers in the workforce.      3. ***Non-Discrimination and Equal Opportunity.*** The Contractor shall not make decisions relating to the employment or treatment of Contractor’s Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor’s Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.   Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).   * + 1. ***Contractor’s Personnel Grievance Mechanism.*** The Contractor shall have a grievance mechanism for Contractor’s Personnel, and where relevant the workers’ organizations stated in GCC Sub-Clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.   The Contractor’s Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor’s Personnel.  The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.  The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor’s Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.   * + 1. ***Training of Contractor’s Personnel.*** The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.   As stated in the Specifications or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel.  The Contractor shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel. |
| 1. Employer’s and Contractor’s Risks | * 1. The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks. |
| 1. Employer’s Risks | * 1. From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:  1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to    1. 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    2. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. 2. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.    1. 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 Employer’s risk except loss or damage due to 3. a Defect which existed on the Completion Date, 4. an event occurring before the Completion Date, which was not itself an Employer’s risk, or 5. the activities of the Contractor on the Site after the Completion Date. |
| 1. 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 Employer’s risks are Contractor’s risks. |
| 1. Insurance | * 1. The Contractor shall provide, in the joint names of the Employer 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:  1. loss of or damage to the Works, Plant, and Materials; 2. loss of or damage to Equipment; 3. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and 4. personal injury or death.    1. 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.    2. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer 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.    3. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.    4. Both parties shall comply with any conditions of the insurance policies. |
| 1. Site Data | * 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. |
| 1. Contractor to Construct the Works | * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.   2. If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer’s requirements which may include, if stated in the Specifications:  1. designing structural elements of the Works taking into account climate change considerations; 2. applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and 3. considering the incremental risks of the public’s potential exposure to operational accidents or natural hazards, including extreme weather events. |
| 1. The Works to Be Completed by the Intended Completion Date | * 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.   2. The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract.   The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval. |
| 1. Approval by the Project Manager | * 1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.   2. The Contractor shall be responsible for design of Temporary Works.   3. The Project Manager’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.   4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.   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. |
| 1. Health, Safety and Protection of the Environment | * 1. The Contractor shall be responsible for the safety of all activities on the Site.   2. The Contractor shall:  1. comply with all applicable health and safety regulations and Laws; 2. comply with all applicable health and safety obligations specified in the Contract; 3. take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed; 4. keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons; 5. provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion; 6. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land; 7. provide health and safety training of Contractor’s Personnel as appropriate and maintain training records; 8. actively engage the Contractor’s Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor’s Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor’s Personnel; 9. put in place workplace processes for Contractor’s Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; 10. Contractor’s Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor’s Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; 11. where the Employer’s Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and 12. establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.   Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.  The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.  The health and safety manual shall set out all the health and safety requirements under the Contract,   1. which shall include at a minimum: 2. the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; 3. details of the training to be provided, records to be kept; 4. the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning); 5. remedies for adverse impacts such as occupational injuries, deaths, disability and disease; 6. the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, 7. the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor; 8. the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and 9. any other requirements stated in the Specifications.    1. Protection of the environment 10. The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and 11. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.   The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Specifications, nor those prescribed by applicable laws.  In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager. |
| 1. Archaeological and Geological Findings | * 1. All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:  1. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings; 2. train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and 3. implement any other action consistent with the requirements of the Specifications and relevant laws.   The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager’s instructions for dealing with them. |
| 1. Possession of the Site | * 1. The Employer 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 Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 1. Access to the Site | * 1. The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank’s behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate,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. |
| 1. Instructions, Inspections and Audits | * 1. The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.   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.   3. Inspections & Audit by the Bank   Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions-Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Appointment of the Adjudicator | * 1. The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.   2. Should the Adjudicator resign or die, or should the Employer 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 Employer and the Contractor. In case of disagreement between the Employer 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. |
| 1. Procedure for Disputes | * 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.   2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.   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 Employer 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.   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.** |
| 1. Fraud and Corruption 2. Stakeholder Engagement      1. Suppliers (other than Subcontractors) 2. Code of Conduct 3. Security of the Site | 25.1 The Bank requires compliance with the Integrity Framework comprising the African Development Bank Group’s Sanctions Procedures, the Bank’s Whistleblowing and Complaints Policy, the Bank’s Procurement Policy under the Procurement Framework and any other applicable Policies and Procedures including their updates, as set forth in Appendix A to the GCC.  25.2 The Employer 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.   * 1. The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:      + 1. are affected or likely to be affected by the Contract; and        2. may have an interest in the Contract.   The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.  27.1 Forced Labor: The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.  27.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.  If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.  28.1 The Contractor shall have a Code of Conduct for the Contractor’s Personnel.  The Contractor shall take all necessary measures to ensure that each Contractor’s Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.  These measures include providing instructions and documentation that can be understood by the Contractor’s Personnel and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.  The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community.  The Contractor’s Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.  29.1 The Contractor shall be responsible for the security of the Site, and:   1. for keeping unauthorized persons off the Site; 2. authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.   Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager’s No-objection a security management plan that sets out the security arrangements for the Site.  The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specifications.  The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.  In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specifications.” |

B. Time Control

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| 1. Program and Progress Report | 30.1 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. 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.  30.2 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.  30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, 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.  30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.  30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.  The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel, or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.  The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause. |
| 1. Extension of the Intended Completion Date | 31.1 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.  31.2 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. |
| 1. Acceleration | 32.1 When the Employer 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 Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.  32.2 If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation. |
| 1. Delays Ordered by the Project Manager | 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. |
| 1. Management Meetings | 34.1 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.  34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. 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. |
| 1. Early Warning | 35.1 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.  35.2 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

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| 1. Identifying Defects | 36.1 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. |
| 1. Tests | 37.1 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. |
| 1. Correction of Defects | 38.1 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.  38.2 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. |
| 1. Uncorrected Defects | 39.1 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

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| 1. Contract Price[[26]](#footnote-27) | 40.1 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. |
| 1. Changes in the Contract Price[[27]](#footnote-28) | 41.1 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 exceeded by more than 15 percent, except with the prior approval of the Employer.  41.2 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. |
| 1. Variations | 42.1 All Variations shall be included in updated Programs[[28]](#footnote-29) produced by the Contractor.  42.2 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.  42.3 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.  42.4 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.  42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.  42.6 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 41.1 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. [[29]](#footnote-30) |
|  | 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;  (a) the proposed change(s), and a description of the difference to the existing contract requirements;  (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal;  (c) a description of any effect(s) of the change on performance/functionality; and  (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts  The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:  (a) accelerate the contract completion period; or  (b) reduce the Contract Price or the life cycle costs to the Employer; or  (c) improve the quality, efficiency, safety or sustainability of the Facilities; or  (d) yield any other benefits to the Employer,  without compromising the functionality of the Works.  If the value engineering proposal is approved by the Employer and results in:  (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or  (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price. |
| 1. Cash Flow Forecasts | 43.1 When the Program,[[30]](#footnote-31) 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 Contract, converted as necessary using the Contract exchange rates. |
| 1. Payment Certificates | 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.  44.2 The Project Manager shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.  44.3 The value of work executed shall be determined by the Project Manager.  44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[[31]](#footnote-32)  44.5 The value of work executed shall include the valuation of Variations and Compensation Events.  44.6 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.  44.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:   1. failure to comply with any ES obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; 2. failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; 3. failure to implement the C-ESMP e.g. failure to provide required training or sensitization; 4. failing to have appropriate consents/permits prior to undertaking Works or related activities; 5. failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;   (f) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s). |
| 1. Payments | 45.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer 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.  45.2 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.  45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.  45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract. |
| 1. Compensation Events | 46.1 The following shall be Compensation Events:   1. The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1. 2. The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract. 3. The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time. 4. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects. 5. The Project Manager unreasonably does not approve a subcontract to be let. 6. 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. 7. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons. 8. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor. 9. The advance payment is delayed. 10. The effects on the Contractor of any of the Employer’s Risks. 11. The Project Manager unreasonably delays issuing a Certificate of Completion.   46.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contractor shall notify the Project Manager as soon as possible but not later than 14 days from the date of its occurrence indicating the nature of the event, the extent of extension required of the intended completion date and/or of increase in the Contract price it claims including Contractor’s revised forecast cost along with all supporting documents satisfactory to the Project Manager. Contractor’s failure to notify the Project Manager as above will be the cause for rejection of any claims subsequently made unless the Contractor has requested, explaining reasons for delay, and the Project Manager has agreed to allow additional time for submission of the claims and supporting documents. Contractor’s notification expressing intention to claim any compensation in the future will not be considered and will not entitle the Contractor for such compensations.  46.3 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.  46.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager. |
| 1. Tax | 47.1 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 49. |
| 1. Currencies | 48.1 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. |
| 1. Price Adjustment | 49.1 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:  **Pc = Ac + Bc Imc/Ioc**  where:  Pc is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”  Ac and Bc are coefficients[[32]](#footnote-33) **specified in the PCC,** representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and  Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.” In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency of payment on the above date for which the index is required to be applicable.  49.2 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. |
| 1. Retention | 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.  50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 57.1, 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 as per Retention Money Security Demand Guarantee Form attached in Section X-Contract Forms. |
| 1. Liquidated Damages | 51.1 The Contractor shall pay liquidated damages to the Employer 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 Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.  51.2 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 45.1. |
| 1. Bonus | 52.1 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. |
| 1. Advance Payment | 53.1 The Employer 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 Employer 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.  53.2 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.  53.3 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. |
| 1. Securities | 54.1 The Performance Security shall be provided to the Employer 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 Employer, 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. |
| 1. Dayworks | 55.1 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.  55.2 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.  55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms. |
| 1. Cost of Repairs | 56.1 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

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| 1. Completion | 57.1 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. |
| 1. Taking Over | 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion. |
| 1. Final Account | 59.1 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. |
| 1. Operating and Maintenance Manuals | 60.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**  60.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1**,** 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. |
| 1. Termination | 61.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. |
|  | 61.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following: |
|  | 1. 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; 2. the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days; 3. the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; 4. a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate; 5. 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; 6. the Contractor does not maintain a Security, which is required; 7. 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 8. if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site. |
|  | 61.3 Notwithstanding the above, the Employer may terminate the Contract for convenience. |
|  | 61.4 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. |
|  | 61.5 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 61.2 above, the Project Manager shall decide whether the breach is fundamental or not. |
| 1. Payment upon Termination | 62.1  If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager after obtaining approval of the Employer shall issue a certificate for payment determining the amount payable to or due from the Contractor based on the value of the work done in accordance with the following formula. To this end, elements of costs such as value of work done, and amounts paid or payable are reckoned up to the date of issue of the certificate. In calculating these costs, in addition to the unit prices [or priced activities, if applicable] as per the contract or subsequent amendments, if any, the Project Manager will take into account all amounts already agreed to be paid and/or paid to the Contractor and amounts agreed to be recovered and/or recovered from the Contractor in connection with or arising out of all applicable provisions under Section D and/or other parts of the Contract. An amount derived as per the percentage of the value of the work not completed and **specified in the PCC** representing the Employer’s cost for completing the Works, will be deducted from amount payable to the Contractor or shall be a debt payable to the Employer if the payments due to the Employer exceeds amount payable to the Contractor in which case provision under clause 62.3 shall apply.  62.2 Applicable Formula for final payment:  **Mco**=**[Wco-Wem-W1em-W2em-W3em-W4em+W1co+ W2co**] where;  Mco, is the amount payable to the Contractor;  Wco, is the value of the work done by the Contractor;  Wem, is the value of work paid by the Employer to the Contractor;  W1em, is the value derived by applying a percentage specified in the PCC to the value of the work not completed;  W2em, is the value of the advance payment received by the Contractor which remains outstanding for repayment;  W3em, is value of any Liquidated Damages accrued to the Employer for the delay if any, in completion of work done by the Contractor but not recovered by or paid to the Employer. No additional Liquidated Damages will be applicable for work not completed beyond the date of completion of the work done;  W4em, is all other payments due to the Employer as per applicable provisions under Section D and/or other parts of the Contract including any excess payments of the past invoices already claimed by the Employer but not recovered from or paid by the Contractor;  W1co, is all payments due to the Contractor as per applicable provisions under Section D and/or other parts of the Contract including any under payments of the past invoices which were claimed by Contractor and agreed by the Project Manager or the Employer but not paid to the Contractor; and  W2co is value of Materials already brought to the construction site by the Contractor, prior to the receipt of the Employer’s notice of termination of the Contract, which has not been paid to the Contractor that such materials would be required for the sole purpose of completion of the Contract subject to submission of documentary evidence of the cost of the materials satisfactory to the Employer and Contractor placing the Materials at the Employer’s disposal when paid by the Employer.  62.3 If the value of Mco in the above formula under GCC 62.2 is negative i.e. if the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer. The Contractor shall make the payment to the Employer within 14 days after notification by the Project Manager.  62.4 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, all the above provisions under sub-clauses 62.1, 62.2 and 62.3 shall apply and the Project Manager, after obtaining approval of the Employer, shall issue a payment certificate accordingly subject to the following additional amounts payable to the Contractor provided, however, the Contractor submitted satisfactory documentary evidence in support of such expenditures, namely: i) the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works (W3co); and ii) the Contractor’s costs of protecting and securing the Works (W4co). In this case the formula indicted under GCC 62.2 will be [Mco=Wco-Wem-W1em-W2em-W3em-W4em+W1co+W2co+W3co+W4co; each element as defined under GCC 62.2 and GCC 62.4] |
| 1. Property | 63.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default. |
| 1. Release from Performance | 64.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer 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. |
| 1. Suspension of Bank Loan or Credit | 65.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:   1. The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank’s suspension notice. 2. If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice. |

Appendix A: To General Conditions

Fraud and Corruption

*(Text in this Appendix shall not be modified)*

1. **Purpose**
   1. The Bank’s Integrity Framework and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption
4. [[33]](#footnote-34).
5. To this end, the Bank:
6. Defines, for the purposes of this provision, the terms set forth below as follows:
7. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[34]](#footnote-35);
8. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party[[35]](#footnote-36) to obtain financial or other benefit or to avoid an obligation;
9. “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;
10. “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;
11. “obstructive practice” is:
12. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
13. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
14. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, 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;
15. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower 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 process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
16. Pursuant to the Bank’s Integrity Framework and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[36]](#footnote-37) (ii) to be a nominated[[37]](#footnote-38) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
17. Requires that a clause be included in bidding/ documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[38]](#footnote-39) all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Appendix B: Environmental and Social (ES)

Metrics for Progress Reports

***[Note to Employer: the following metrics may be amended to reflect the specifics of the Contract.*** ***The Employer shall ensure that the metrics provided are appropriate for the Works and impacts/key issues identified in the environmental and social assessment]***

*Metrics for regular reporting:*

1. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
2. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
3. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
4. *status of all permits and agreements:* 
   * 1. work permits: number required, number received, actions taken for those not received;

ii) status of permits and consents:

*-* list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);

* list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
* identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
* for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

1. *health and safety supervision:*
2. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
3. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
4. *worker accommodations:*
5. number of expats housed in accommodations, number of locals;
6. date of last inspection, and highlights of inspection including status of accommodations’ compliance with national and local law and good practice, including sanitation, space, etc.;
7. actions taken to recommend/require improved conditions, or to improve conditions.
8. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
9. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
10. *training:*
11. number of new workers, number receiving induction training, dates of induction training;
12. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
13. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
14. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
15. *environmental and social supervision:*
16. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
17. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
18. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
19. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
20. Worker grievances;
21. Community grievances
22. *Traffic and vehicles/equipment:*
23. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
24. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
25. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
26. *Environmental mitigations and issues (what has been done):*
27. dust: number of working bowsers, number of watering/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
28. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/ sedimentation;
29. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
30. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
31. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
32. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
33. details of tree plantings and other mitigations required undertaken in the reporting period;
34. details of water and swamp protection mitigations required undertaken in the reporting period.
35. *compliance:*
36. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
37. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
38. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
39. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
40. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Appendix C: Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank Group Financed Procurement

**A.** **Provisions under Section 5 “Eligibility” of the Procurement Policy for Bank Group Funded Operations and Chapter A of Volume 1 of the Operations Procurement Manual under Procurement Framework of the African Development Bank**

1. The African Development Fund (ADF) permits firms and individuals from all countries to offer goods, works and services for ADF funded projects.

However, the proceeds of any Financing undertaken in the operations of the African Development Bank (ADB) and the Nigeria Trust Fund (NTF) shall be used for procurement of goods and works, including the related services, provided by bidders from Eligible Countries[[39]](#footnote-40). Any conditions for participation shall be limited to those that are essential to ensure the firm’s capability to fulfill the contract in question. In the case of ADB and NTF, bidders from non-Member Countries offering goods, works and related services (including transportation and insurance) are not eligible even if they offer these from Eligible Member Countries. Any waiver to this rule will be in accordance with the Articles 17(1) (d) of the Agreement Establishing the African Development Bank and 4.1 of the Agreement Establishing the Nigeria Trust Fund.

**B. Rules and Procedures for Procurement of Goods and Works**

Overview

1. The eligibility criteria for participation in the supply of goods, works and related services, to be procured through the ADB and NTF Financing, derive from the requirements of the Agreement Establishing the African Development Bank, Article 17.1.d, and the Agreement Establishing the Nigeria Trust Fund, Article 4.1. The foregoing requirements basically prescribe two types of eligibility criteria:

(a) The eligibility of the bidder;

(b) The eligibility of the goods, works and related services.

Eligibility of the Bidder under ADB & NTF Financing

1. The eligibility of the bidder shall be based on nationality, in accordance with the following rules:

(a) Natural Persons:A natural person is eligible if he or she is a national of a Member Country of the ADB. Where a person has more than one nationality, such a person shall be eligible if the nationality indicated in his or her bid is that of a Member Country of the ADB.

(b) Corporations:A corporation is eligible if it satisfies the following criteria:

1. it is incorporated in a country that is a Member of the ADB;
2. it is a national of a country that is a Member of the ADB, as determined by the law of its place of incorporation;
3. it has its principal place of business in a country that is a Member of the ADB.

(c) Joint Ventures and Associations: An unincorporated joint venture, partnership, or association, shall be eligible if more than 50% of the value of its works and/or services is executed by its members satisfying the eligibility requirements for individuals or corporations.

Eligibility of the Goods, Works and Related Services

1. In order to be eligible, the goods to be procured must have been mined, grown, or produced, in the form in which they are purchased, in an Eligible Member Country.
2. For works contracts, which may include civil works, plant construction, or turnkey contracts, the contractor must satisfy the nationality criteria of eligibility, either as a natural person, or corporation, or joint venture and association. Labour, equipment, and materials needed for carrying out the works contract, shall be supplied from Eligible Member Countries.
3. For contracts, which have been awarded on the basis of Cost, Insurance and Freight (CIF), or Carriage and Insurance Paid (CIP), bidders shall be free to arrange for ocean and other transportation, and the related insurance, from any Eligible Member Country. On the other hand, where goods are shipped on FOB basis, and the Bank has agreed to finance transportation and insurance separately, which are arranged by the purchaser, under a separate contract, the Bank shall be satisfied that the services are supplied from Eligible Member Countries.

**List of Eligible Countries**

1. List of Eligible countries can be found in African Development Bank’s website: [*https://www.afdb.org/en/about-us/corporate-information/members/*](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.afdb.org%2Fen%2Fabout-us%2Fcorporate-information%2Fmembers%2F&data=02%7C01%7C%7Cec75998605974f2b8fb408d5a3bb00f0%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636594946502339839&sdata=B41Q0Bv9a2730LM37HNBnpPc8kms7rlrr6JUiACcvUg%3D&reserved=0)

**Ineligible Countries in reference to ITB 4.8 and ITB 5.1**

In reference to ITB 4.8 and ITB 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 4.8(a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”].*

Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section IX - Particular Conditions of Contract

|  |  |
| --- | --- |
| **A. General** | |
| **GCC 1.1 (d) (i)** | The financing institution is: African Development Fund |
| **GCC 1,1 (d) (ii)** | The Borrower is **Federal Republic of Somalia** |
| **GCC 1.1 (r)** | The Employer is:  **IGAD Climate Predictions and Application Centre**  **ICPAC HQs, Kibiku Area, Ngong Town**  **City: Ngong Town**  **Country: Kenya** |
| **GCC 1.1 (v)** | The Intended Completion Date for the whole of the Works shall be **240 days from commencement date.** |
| **GCC 1.1 (y)** | The Project Manager is: IGAD Climate Predictions and Application Centre, Ngong Town, Kenya, Mr. Ibrahim Iman |
| **GCC 1.1 (aa)** | The Site is located at:  **Lot 2: Galmudug & Hirshabelle:** |
| **GCC 1.1 (dd)** | The Start Date shall be within **14 days following contract signing date.** |
| **GCC 1.1 (hh)** | Rehabilitation of Water Infrastructure in Galmudug: Construction of 1 Dam in Qoryaweyn, Rehabilitation of 1 Dam in Xingood and 1 Borehole in Afbarwaqo (Lot 2) and have the following elements as provided in the drawings:   * Preliminaries and Generals * Site Clearance and Earthworks * Drainage Works * Construction Signs |
| **GCC 2.2** | Sectional Completions are: N/A |
| **GCC 2.3(i)** | The following documents also form part of the Contract:   1. Forms of Bid 2. Letter of Acceptance 3. Agreement 4. General Condition of Contract 5. Special Condition of Contract 6. Specification and Performance Requirements 7. Drawings 8. Priced Bill of Quantities 9. Forms of Securities 10. ESIA plan |
| **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 not delegate any of his duties and responsibilities. |
| **GCC 7.2 (a)** | A minor member of the JV having participation in the JV of 25% of the value of the Contract is excluded from joint and several liability: No  All other members shall remain jointly and severally liable for the fulfilment of all provisions of the entire Contract |
| **GCC 7.2 (a)** | Maximum numbers of members in the Joint Venture, Consortium or Association (JV) shall not exceed 3 as stated in BDS of ITB 4.1(c). |
| **GCC 7.2 (a)** | Minimum share of a member of Joint Venture, Consortium or Association (JV) in the contract shall not be less than 25% percent of the total value of the contract. |
| **GCC 7.3** | Maximum aggregate participation of all subcontractors is 15% of the total contract amount or 15% of the volume of work |
| **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: US $ equivalent to the works contract amount.  (b) For loss or damage to Equipment: $100,000  (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: $50,000  (d) for personal injury or death:   * + - 1. of the Contractor’s employees: $50,000 for each person.       2. of other people: $50,000 per accident. |
| **GCC 14.1** | Site Data are: As provided in Section VII Works Requirements. |
| **GCC 20.1** | The Site Possession Date(s) shall be: within 14days following contract signature until contract completion date or extended time if granted. |
| **GCC 23.1 &**  **GCC 23.2** | Appointing Authority for the Adjudicator: Somali Engineering Association |
| **GCC 24.3** | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: $20 plus reimbursable expenses including Travel costs, Per diem and Communication costs. |
| **GCC 24.4** | Institution whose arbitration procedures shall be used: **Relevant local authority in Federal Republic of Somalia.** |
| **B. Time Control** | |
| **GCC 30.1** | The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance. |
| **GCC 30.3** | The period between Program updates is 14 days.  The amount to be withheld for late submission of an updated Program is 0.1% of contract price per day.  The period for submission of progress reports is 21 days |
| **C. Quality Control** | |
| **GCC 38.1** | The Defects Liability Period is: 12 months following Provisional Acceptance of the Work. |
| **D. Cost Control** | |
| **GCC 42.7** | If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 20% of the reduction in the Contract Price. |
| **GCC 48.1** | The currency of the Employer’s Country is: United States Dollars |
| **GCC 49.1** | The Contract is not subject to price adjustment in accordance with GCC Clause 49, and the information regarding coefficients does not apply. |
| **GCC 50.1** | The proportion of payments retained is: 10% which shall be reduced to 5% upon issuance of Provisional Acceptance Certificate. |
| **GCC 51.1** | The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. |
| **GCC 52.1** | The Bonus for the whole of the Works is N/A |
| **GCC 53.1** | The Advance Payments shall be: 20% of the total contract price and shall be paid to the Contractor within 30 days from the date of request subject to provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. |
| **GCC 54.1** | An Environmental and Social (ES) Performance Security shall not be provided to the Employer. |
| **GCC 54.1** | The Performance Security amount will be 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 Employer and in the form of a Bank Guarantee, in the amount(s) of 10% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  The Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms) |
| **E. Finishing the Contract** | |
| **GCC 60.1** | The date by which operating and maintenance manuals are required is within 30 days after the Intended Completion Date.  The date by which “as built” drawings are required is within 30 days after the Intended Completion Date. |
| **GCC 60.2** | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 60.1 is 5% of the cost of contract price. |
| **GCC 61.2 (g)** | The maximum number of days is: 100 days |
| **GCC 62.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20% of the contract price. |

Section X - Contract Forms

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Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**Date of Transmission**: This Notification is sent by: [*email/fax*] on [*date*] (local time)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notification of Intention to Award**

**Employer:** *[insert the name of the Employer]*

**Project:***[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where IFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

*OCBN No:*  ICPAC/RLACC-SOM/IFB-002/2022/Lot 2

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to award the contract.
3. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Contract price:** | [*insert contract price* *of the successful Bid*] |

1. **Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]***

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Bid price** | **Evaluated Bid price**  **(if applicable)** |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |
| [*insert name*] | [*insert Bid price*] | [*insert evaluated price*] |

1. **Reason/s why your Bid was unsuccessful**

|  |
| --- |
| ***[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]*** |

1. **How to request a debriefing**

|  |
| --- |
| **DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).**  You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.  Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.  The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.  If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice. |

1. **How to make a complaint**

|  |
| --- |
| **Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Employer*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.  Further information:  For more information see the Bank’s Procurement Framework  In summary, there are four essential requirements:   1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award. 2. The complaint can only challenge the decision to award the contract. 3. You must submit the complaint within the period stated above. 4. You must include, in your complaint, all of the information required by the Procurement Framework. |

1. **Standstill Period**

|  |
| --- |
| **DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).**  The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** ­­­­­­­­­­­­­­­­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Letter of Acceptance

*[on letterhead paper of the* Employer*]*

***[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 (i) the Performance Security and an Environmental and Social (ES), Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure 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 48.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

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

WHEREAS the Employer 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 Employer 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.

1. the Letter of Acceptance
2. the Letter of Bid
3. the addenda Nos \_\_\_\_\_\_\_\_ (if any)
4. the Particular Conditions
5. the General Conditions of Contract, including appendix;
6. the Specification
7. the Drawings
8. Bill of Quantities; [[40]](#footnote-41) and
9. any other document **listed in the PCC** as forming part of the Contract, but not limited to;

i. the ES Management Strategies and Implementation Plans**;** and

ii. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer 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.

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: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed by: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| for and on behalf of the Employer | | for and on behalf the Contractor | |
| in the presence of: |  | in the presence of: |  |
| Witness, Name, Signature, Address, Date | | Witness, Name, Signature, Address, Date | |

Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**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 to issue this guarantee, 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… [[41]](#footnote-42)2, and any demand for payment under it must be received by us at this 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, 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.***

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

**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 to issue this guarantee, 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][[42]](#footnote-43)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:

* + 1. has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
    2. 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 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]*,[[43]](#footnote-44)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.***

|  |
| --- |
| Retention Money Security |

**Demand Guarantee**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert name and Address of* Employer*]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Insert date of issue]*

**RETENTION MONEY 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 \_\_\_\_\_\_\_\_\_\_\_\_ 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, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[*insert the second half of the Retention Money *or* *if* *the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money,* the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security*]* is to be made against a Retention Money 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]* ( ) *[amount in words][[44]](#footnote-45)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 that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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 second half of the Retention Money as referred to above has been credited to the Applicant on its account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name and address of Applicant’s bank]*.

This guarantee shall expire no later than the …. Day of ……, 2…[[45]](#footnote-46)2, and any demand for payment under it 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, 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.***

1. In lump sum contracts, delete “rates and prices and the.” [↑](#footnote-ref-2)
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.” [↑](#footnote-ref-3)
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. [↑](#footnote-ref-4)
4. In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-5)
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. [↑](#footnote-ref-6)
6. Nonperformance, 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. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based 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. [↑](#footnote-ref-7)
7. This requirement also applies to contracts executed by the Bidder as JV member. [↑](#footnote-ref-8)
8. The 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. [↑](#footnote-ref-9)
9. The Employer may use this information to seek further information or clarifications in carrying out its due diligence. [↑](#footnote-ref-10)
10. Substantial completion shall be based on 80% or more works completed under the contract. [↑](#footnote-ref-11)
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. [↑](#footnote-ref-12)
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. [↑](#footnote-ref-13)
13. 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.  [↑](#footnote-ref-14)
14. The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. [↑](#footnote-ref-15)
15. 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. [↑](#footnote-ref-16)
16. If applicable. [↑](#footnote-ref-17)
17. Refer to Bank Procurement Framework for additional information on Eligibility. [↑](#footnote-ref-18)
18. “Eligible Countries" shall mean: (a) in the case of the African Development Bank (ADB and the Nigeria Trust Fund (NTF), the Member Countries of the ADB; and (b) in the case of the African Development Fund, any country. [↑](#footnote-ref-19)
19. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-20)
20. For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution, including Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-21)
21. For the purpose of this sub-paragraph, “party” refers to a public official, including Bank staff and employees of other organizations taking or reviewing procurement decisions.; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.” [↑](#footnote-ref-22)
22. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-23)
23. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-24)
24. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-25)
25. In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.” [↑](#footnote-ref-26)
26. In lump sum contracts, replace GCC Sub-Clauses 40.1 as follows:

    40.1 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. [↑](#footnote-ref-27)
27. In lump sum contracts, replace entire GCC Clause 41 with new GCC Sub-Clause 41.1, as follows:

    41.1. 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. [↑](#footnote-ref-28)
28. In lump sum contracts, add “and Activity Schedules” after “Programs.” [↑](#footnote-ref-29)
29. In lump sum contracts, delete this paragraph. [↑](#footnote-ref-30)
30. In lump sum contracts, add “or Activity Schedule” after “Program.” [↑](#footnote-ref-31)
31. 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.” [↑](#footnote-ref-32)
32. Above formula will be expanded to include adjustments for other applicable input elements such as C, D, E, etc. based on the Schedules of Adjustment Data and the bid of the Contractor such that sum of all coefficients A, B, C, D, E, etc. will be equal to 1.00 in the formula for each currency. The fixed coefficient 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. Normally, the coefficient for the same input element may also be the same in the formulae for all currencies. The sum of the adjustments for each currency are added to the Contract Price. [↑](#footnote-ref-33)
33. In this context, any action to influence the procurement process or contract execution for undue advantage is improper. [↑](#footnote-ref-34)
34. For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution, including Bank staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-35)
35. For the purpose of this sub-paragraph, “party” refers to a public official, including Bank staff and employees of other organizations taking or reviewing procurement decisions.; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.” [↑](#footnote-ref-36)
36. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-37)
37. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-38)
38. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-39)
39. “Eligible Countries" shall mean: (a) in the case of the African Development Bank (ADB) and the Nigeria Trust Fund (NTF), the Member Countries of the ADB; and (b) in the case of the African Development Fund, any country. [↑](#footnote-ref-40)
40. 44 In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

    [↑](#footnote-ref-41)
41. 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 1.1(v) and GCC 57.1. 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.” [↑](#footnote-ref-42)
42. 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. [↑](#footnote-ref-43)
43. 2 Insert the expected expiration date of the Time for Completion keeping in view provisions under GCC 1.1 (v) and GCC 57.1. 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.” [↑](#footnote-ref-44)
44. 1 The Guarantor shall insert an amount representing the amount of the second half of the Retention Money and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary. [↑](#footnote-ref-45)
45. 2 Insert the same expiry date representing the date twenty-eight days after the defect liability period described in GCC Clause 38.1beyond the date of completion of whole of works. The Employer should note that in the event of an extension of this date for Intended 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.” [↑](#footnote-ref-46)