

Bidding Document for Procurement of Small Works

Procurement of Road Rehabilitation Works in Baidoa

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

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

**Employer: Ministry of Finance of the Federal
Government of Somalia**

Country: Somalia

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Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues these Bidding Documents for the procurement of the Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this bidding are **specified in the BDS**.
2. Throughout this Bidding Document:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
3. **Source of Funds**
 4. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (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 these Bidding Documents are issued.
 5. 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 (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, 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).

6. Corrupt and Fraudulent Practices

7. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.

8. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the 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.

9. Eligible Bidders

10. A Bidder may be a firm that is a private entity, or a government-owned entity—subject to ITB 4.5—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

11. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

- (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 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;
- (i) 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 documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

11.2 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

11.3 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), 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**.

- 11.4 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 11.5 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 11.6 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.
- 11.7 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

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

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

B. Contents of Bidding Document

13. Sections of Bidding Document

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

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)
Section II - Bid Data Sheet (BDS)
Section III - Evaluation and Qualification Criteria
Section IV - Bidding Forms
Section V - Eligible Countries
Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)
Section IX - Particular Conditions of Contract (PCC)
Section X - Contract Forms

- 13.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 13.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 13.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

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

- 14.1 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 Documents 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 Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
15. 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.
- 15.1 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.
- 15.2 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.3 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 15.4 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents 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.

16. Amendment of Bidding Document

16.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.

16.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the 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.

16.3 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.

C. Preparation of Bids

17. Cost of Bidding

18. 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.

19. Language of Bid

20. 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.

21. Documents Comprising the Bid

21.1 The Bid shall comprise the following:

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;

- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) Technical Proposal in accordance with ITB 16; and
- (h) any other document **required in the BDS**.

21.2 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.

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

22. Letter of Bid and Schedules

23. 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 20.2. All blank spaces shall be filled in with the information requested.

24. Alternative Bids

25. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

26. When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

27. 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 lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

28. 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.

29. Bid Prices and Discounts

30. The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

30.1 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

30.2 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.

30.3 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

30.4 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

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

30.6 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 prices¹ and the total bid price submitted by the Bidder.

31. Currencies of Bid and Payment

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

31.2 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 reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

32. Documents Comprising the Technical Proposal

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

33. Documents Establishing the Qualifications of the Bidder

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

34.1 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 shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

35. Period of Validity of Bids

36. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date 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.

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

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

37. 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.
38. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

39. Bid Security

- 39.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 39.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 39.3 If a bid security 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:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**.

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank

guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the 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.

39.4 If a bid security 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 shall be rejected by the Employer as non responsive.

39.5 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 pursuant to ITB 42.

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

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, , or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security in accordance with ITB 42.

39.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or

- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

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

41. Format and Signing of Bid

- 41.1 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.
- 41.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 41.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 41.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

42. Sealing and Marking of Bids

- 42.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

43. The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;

- (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
 - (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 43.1 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.
- 44. Deadline for Submission of Bids**
 - 44.1 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**.
 - 44.2 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.
- 45. Late Bids**
 - 45.1 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.
- 46. Withdrawal, Substitution, and Modification of Bids**
 - 47. 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 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted 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.

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

47.2 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.

48. Bid Opening

48.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.

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

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

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

E. Evaluation and Comparison of Bids

49. Confidentiality

- 49.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 49.2 Any attempt 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.

50. 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.

51. Clarification of Bids

52. 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.
53. 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.

54. Deviations, Reservations, and Omissions

54.1 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.

55. Determination of Responsiveness

55.1 The Employer’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

55.2 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.

55.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VII (Works Requirements) have been met without any material deviation, reservation or omission.

56. 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.

57. Nonconformities, Errors, and Omissions

58. Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

59. 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.

- 60.** 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 may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).
- 61. Correction of Arithmetical Errors**
- 62.** 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.
- 63.** 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.
- 64. Conversion to Single Currency**
- 65.** For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 66. Margin of Preference**
- 66.1 Unless otherwise specified in the BDS,** a margin of preference for domestic bidders³ shall not apply.

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

67. Subcontractors

67.1 Unless otherwise stated in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer.

67.2 The Employer may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.

67.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.

68. Evaluation of Bids

68.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

68.2 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;

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.

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

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

- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

68.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

1.1 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III. Evaluation and Qualification Criteria.

1.2 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

2. Comparison of Bids

2.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

3. Qualification of the Bidder

3.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

3.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

3.3 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 next lowest evaluated bid

to make a similar determination of that Bidder's qualifications to perform satisfactorily.

4. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

4.1 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.

F. Award of Contract

5. Award Criteria

5.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

6. Notification of Award

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

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

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

7. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

8. Signing of Contract

8.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

- 8.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

9. Performance Security

- 9.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security Form 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 institution located in the Employer's Country.
- 9.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

10. Adjudicator

- 10.1 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.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is : MOF/SFF/WORKS/2017/001 The Employer is: Ministry of Finance, FGS		
ITB 1.1	<p>The name of the bidding process is: Road Rehabilitation Works in Baidoa.</p> <p>The identification number of the bidding process is: MOF/SFF/WORKS/2017/001</p> <p>The bid comprises of:</p> <table border="1"> <tr> <td>1.</td><td>Rehabilitation of asphalt surfaced road in Baidoa, Bay Region MOF/SFF/WORKS/2017/001</td></tr> </table> <p>Applicable Guidelines: Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grant by the World Bank Borrowers” dated January 2011(revised July 2014);</p>	1.	Rehabilitation of asphalt surfaced road in Baidoa, Bay Region MOF/SFF/WORKS/2017/001
1.	Rehabilitation of asphalt surfaced road in Baidoa, Bay Region MOF/SFF/WORKS/2017/001		
ITB 2.1	The Borrower is: Ministry of Finance, FGS		
ITB 2.1	The name of the Project is: Special Financing Facility for Local Development (SFF-LD) - Federal Government of Somalia		
ITB 2.1	Loan or Financing Agreement amount: USD 6,000,000.00		
ITB 4.1	Maximum number of members in the JV shall be: Not Applicable.		
ITB 4.4	A list of debarred firms and individuals is available on the Bank’s external website:		

B. Bidding Documents

ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention : Procurement Specialist MOF/SFF/WORKS/2017/001</p> <p>Address : <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance, FGS</i> <i>SFF-LD Offices</i> <i>Villa Somalia</i> <i>Mogadishu, Federal Government of Somalia</i></p> <p>E-mail: mofsffpiu@gmail.com</p> <p>Requests for clarification should be received by the Employer no later than: <i>ten (10) working days prior to the deadline for submission of Bids i.e. Saturday to Thursday, except Friday and national holidays.</i></p>
ITB 7.1	Web page: ww.mof.gov.so
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Location: <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance, FGS</i></p> <p>Room: <i>Board Room</i></p> <p>Date: <i>26 February, Sunday 2017</i></p> <p>Time: <i>11:00 Hrs. Mogadishu local Time</i></p> <p>A site visit conducted by the Employer <i>shall be</i> organized.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: <i>ENGLISH</i></p> <p>All correspondence exchange shall be in <i>ENGLISH</i> language.</p>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> <i>a. Priced Bill of Quantities</i> <i>b. Schedule of Prices</i> <i>c. Activity Schedule of work</i>
ITB 11.1 (h)	The Bidder shall submit with its bid the following additional documents:

	<p><i>a. Certificate of Registration from Ministry of Commerce or relevant authorities;</i></p> <p><i>b. Dully Filled and Signed Bid Form;</i></p> <p><i>c. Audited financial statements for the 2013, 2014 and 2015 financial years or bank statements for the last 36 months</i></p> <p><i>d. Biodata for a Project Manager and technical staff with Signed curriculum vitae to be attached.</i></p> <p><i>e. Proof of experience of having undertaken similar assignments</i></p>
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
ITB 14.5	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: <i>USD</i>
ITB 18.1	The bid validity period shall be: <i>91</i> days.
ITB 19.1	A Bid-Securing Declaration <i>shall be</i> required.
ITB 19.3 (d)	Other types of acceptable securities: <i>None</i>
ITB 19.9	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of <i>Two (2)</i> years.
ITB 20.1	In addition to the original of the bid, the number of copies is: <i>Four</i> .
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p><i>a. Power of Attorney for the signatory to sign the Bid; and</i></p> <p><i>b. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</i></p>

D. Submission and Opening of Bids

ITB 22.1	Bidders <i>shall not have</i> the option of submitting their bids electronically.
ITB 22.1	<p>For bid submission purposes only, the Employer's address is:</p> <p>Attention: Procurement Specialist - MOF/SFF/WORKS/2017/001</p> <p>Address: <i>Special Financing Facility for Local Development (SFF-LD) - Ministry of Finance, FGS (Board Room) Villa Somalia</i></p> <p>City: <i>Mogadishu</i></p> <p>Country: <i>Federal Government of Somalia</i></p> <p>The deadline for bid submission is:</p> <p>Date: 13 March, Monday 2017</p> <p>Time: 11:00 Hrs AM ,Somalia local time</p> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Attention : Procurement Specialist MOF/SFF/WORKS/2017/001</p> <p>Address : <i>Special Financing Facility for Local Development (SFF-LD) - Ministry of Finance, FGS (Board Room) Villa Somalia</i></p> <p>City: <i>Mogadishu</i></p> <p>Country: <i>Federal Government of Somalia</i></p> <p>Date: 13 March, Monday 2017</p> <p>Time: 11:00 AM, Hrs Somalia local time</p>
ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initialed by Two (2) representatives of the Employer conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	For purposes of evaluation, the exchange rate shall be: <i>Not applicable.</i>
ITB 33.1	A margin of preference <i>shall not</i> apply.

ITB 34.1	At this time the Employer <i>shall not</i> execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>_30_% of the total contract amount</i></p> <p>b) 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 sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>

F. Award of Contract

ITB 43.1	The Adjudicator proposed by the Employer, The hourly fee for this proposed Adjudicator shall be: No fee
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Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post qualification is applied. In accordance with ITB 35 and ITB 37, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

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

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

Table of Criteria

1.	Margin of Preference	1-35	Error! Bookmark not defined.
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1. Margin of Preference NOT APPLICABLE

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as:

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

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

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

2. Evaluation

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

2.1 Adequacy of Technical Proposal APPLICABLE

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and

material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts NOT APPLICABLE

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

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, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) 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) meeting the required qualification criteria for combination of packages and or lots as the case may be.

Qualification Criteria for Multiple Contracts:

Section III describes criteria for qualification for each lot (contract) 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). However, with respect to the specific experience under item 4.2 (a) 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 $N \times V$.

(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 $N1 \times V1$.

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 $N2 \times V2$.

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 $N3 \times V3$.

----etc.

Or

Option 3:

(i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the applicant has applied 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 $N1 \times V1$.

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 $N2 \times V2$.

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 $N3 \times V3$.

----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 $N1 \times V1 + N2 \times V2 + N3 \times V3$ ----.

2.3 Alternative Completion Times NOT APPLICABLE

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

2.4 Technical Alternatives NOT APPLICABLE

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows:

2.5 Specialized Subcontractors NOT APPLICABLE

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

3. Qualification

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest 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 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.5	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	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		accordance with ITB 4.7 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor default since 1 st January 2014.	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁷	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	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

⁶ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		in 3.1 below and assuming that all pending litigation will be resolved against the Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1 st January 2014	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
3. Financial Situation and Performance							
3.1	Financial Capabilities	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	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

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.

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		payment) sufficient to meet the construction cash flow requirements estimated as follows \$225,000.00 and for the subject contract(s) net of the Bidders other commitments (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 on works currently in progress and for currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements	Must meet requirement	Must meet requirement	N/A	N/A	
			Must meet requirement	N/A	Must meet requirement	N/A	

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		acceptable to the Employer, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of \$100,000 USD for the past 1 year calculated as total certified payments received for contracts in progress and/or completed within the last one (1) year, divided by One year	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		contractor for at least the last three (3) years, starting 1 st January 2014 to 2016					
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ⁹ contracts specified below that have been satisfactorily and substantially ¹⁰ completed as a prime contractor, joint venture member ¹¹ , management contractor or sub-contractor Error! Bookmark not defined. between	Must meet requirement	Must meet requirement ¹²	N/A	N/A	Form EXP 4.2(a)

⁹ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

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

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

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

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		1st January 2014 and application submission deadline: (i) 1 contracts, each of minimum value USD \$ 200,000.00					

5 Personnel

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

No.	Position	Total Work Similar Experience (Years)	In Similar Works Experience (Years)
1	Site Agent - Qualification = Bsc. In Civil Engineering or Equivalent	10	5
2	Site Engineer - Qualification = Bsc. In Civil Engineering or Equivalent	5	3
3	Quantity Surveyor – Qualification = Bsc. In Civil Engineering or Quantity Surveying or Equivalent	7	5
4	Foreman - Qualification = Dip. Civil Engineering or Equivalent	5	3
5	Plant Engineer – Qualification = Bsc. In Mechanical Engineering or Equivalent	5	3
5	Soil and Material Engineer – Qualification = Bsc. In Civil Engineering or Equivalent	5	3
6	Site Surveyor - Qualification = Diploma in Survey	7	5

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

6. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Excavators,	3
2	10 Ton Lorries/Tippers	3
3	5m ³ concrete mixers	3
4	0.75m ³ concrete dumpers	2
5	40mm concrete vibrators	2
6	Air compressor - 7bar 90KW Diesel	2

7	Dozer D7	2
8	(50mm inlet) Dewatering pumps	2
9	Motor Grader – Minimum Weight 10.7 ton	2
10	Front end loader - Minimum Weight 4.9 ton	3
11	Vibratory Roller - Minimum Weight 2.5 ton	3
12	Water Tanker	2
13	Tandem Roller – Minimum Weight 10.5 ton	2
14	Asphalt concrete mixer - Minimum Weight 2.5 ton	1
15	Asphalt concrete paver - Minimum Weight 18.1 ton	1
16	Water bouser 20,000l	1
17	Bitumen sprayer up to 10,000l	1
18	Steel drum (80T) and sheep foot vibrating rollers	1
19	Survey Equipment's for each contract	
	• Total station with tripod and prism	2
	• Automatic level	3

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

Section IV - Bidding Forms

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Letter of Bid

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

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

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

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

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

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

To: *[insert complete name of Employer]*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works: *[insert a brief description of the Works]*;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, 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]*;

- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World 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;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹³
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the*

reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

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

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

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

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

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

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

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

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

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

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

Schedules

Bill of Quantities

**PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA BAY
REGION.**

Preamble:

SPECIAL NOTES

- 1** The Contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, they must inform the Quantity Surveyors at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures they must inform the Quantity Surveyor in order that the correct meaning may be decided upon before the date for the submission of the bid.
- 2** No liability whatever will be admitted nor claim allowed in respect of errors in the Contractor's bid due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
- 3** Any doubt or obscurity as to the meaning or intention of any part of the bid documents, or any question arising, shall be taken up in writing, before submission of the bid so that the same can be clarified.
- 4** The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
- 5** The Contractor shall be deemed to have made allowance in their prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if these have not been priced against the respective items.
- 6** All items of measured work shall be priced in detail and bid containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted. Lump sums to cover items of Preliminaries shall likewise be broken down if so required.
- 7** In no case will any expenses incurred by Contractors in preparation of this bid be reimbursed.
- 8** The copyright of these Bills of Quantities is vested in the Client and no part thereof may be reproduced without their express permission given in writing.
- 9** The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Project Manager's instructions and no claims for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
- 10** The Bills of Quantities must be priced in US Dollar currency, i.e. US Dollars and Cents.
- 11** The bid documents must be priced in ink.

INDEX

SECTION NO. 1 PRELIMINARIES AND GENERAL ITEMS

SECTION NO. 2 PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA
BAY REGION

GRAND SUMMARY

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
A	PREAMBLE TO BILLS OF QUANTITIES	
	SUFFICIENCY OF BID	
	The Contractor shall be deemed to have satisfied themselves before bidding as to the correctness and sufficiency of their bid for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all their obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.	
	B	
	STAMP CHARGES	
	The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety Bond and Contract Agreement.	
	C	
	DEFINITIONS AND ABBREVIATIONS	
	Terms used in these Bills of Quantities shall be interpreted as follows:	
	"Approved" shall mean approved by the Project Manager	
	"as directed" shall mean as directed by the Project Manager or any other consultant in the contract.	
	"Item" shall mean "lump sum".	
	"CM" shall mean Cubic Meters.	
	"SM" shall mean Square Meters.	
	"LM" shall mean Linear Meters.	
	"mm" shall mean Millimeters.	
	"Lit" shall mean Litres.	
	"Kgs" shall mean Kilograms.	
	"No." shall mean Number.	
	"m.s" shall mean Measured separately.	
	"Ditto " shall mean as described before or as above described.	
D	PROGRESS SCHEDULE	
	The Contractor shall, upon receiving instructions to proceed with the work, draw up a Time and Progress Schedule setting out the order in which the Works are to be carried out with the appropriate dates thereof. This Time and Progress Schedule is to be agreed with the Project Manager and no deviation from the order set out in this Schedule will be permitted without the written consent of the Project Manager. The Main Contractor will be responsible for arranging the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.	
	Carried To Collection	US\$

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
	<p>PROVISIONAL WORK</p> <p>All "provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor.</p> <p>If the Contractor makes default in these respects he shall, if the Project Manager so directs, uncover the work at his own expense to enable the measurements to be taken.</p>	
A	<p>EXISTING SERVICES</p> <p>Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and they shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Project Manager and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.</p>	
B	<p>PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC.</p> <p>The Contractor will be required to make good, at their own expense, any damage they may cause to the present road surfaces and pavements within or beyond the boundary of the Site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Project Manager.</p>	
C	<p>POLICE REGULATIONS</p> <p>The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>	
	<p>Carried To Collection</p>	<p>US\$</p>

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
A	CONTRACTORS' SUPERINTENDENCE The Contractor shall constantly keep on the Works a literate English-speaking Agent or Representatives, that are competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the Works. Such Agents or Representatives shall receive on behalf of the Contractor, directions and instructions from the Project Manager and such directions and instructions shall be deemed given to the Contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Project Manager. It is to be a specific condition of this Contract that the successful bidder shall provide on site throughout the period from the completion of the substructure to the Date for Practical Completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon any termination of employment a suitable replacement is found.	
B	WATER All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension. The Contractor shall provide at their own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor shall provide at their own expense all temporary distribution pipes, storage tanks, meters, etc., and they shall clear away same upon completion of the Works.	
C	LIGHTING AND POWER The Contractor shall provide at their own risk and cost all artificial lighting and power for use on the Works, including all Sub-Contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.	
D	SAFETY In particular, there shall be proper provision of tools and the Site shall be kept tidy and clear of dangerous rubbish. The Project Manager shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.	
	Carried To Collection	US\$

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
A	PROTECTIVE CLOTHING The Contractor shall provide all protective or any other special clothing or equipment for their employees that may be necessary. These shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, steel toed boots, overalls, etc according to the type of work. The Contractor shall ensure that all safety and protective gear are worn by all staff on site at all times <u>MATERIALS AND WORKMANSHIP</u>	
B	GENERALLY All materials shall be new unless otherwise directed or permitted by the Project Manager and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word. All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of bid. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on Site when required for use in the Works. The Contractor shall be responsible for and shall replace or make good at their own expense any materials lost or damaged. The Works throughout shall be executed by skilled workmen well versed in their respective trades.	
	Carried To Collection	US\$

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
	<u>TEMPORARY WORKS</u>	
A	TELEPHONE The Contractor shall provide a telephone connection to the town exchange for the period of the Works, and shall pay all fees and rental for the same. The telephone connection shall remain on site until completion of the works.	
B	SANITATION The Contractor shall make arrangements for the necessary toilet facilities for their staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.	
C	PLANT, TOOLS AND SCAFFOLDING The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of on every description for the due and satisfactory completion of the Works and shall remove same upon completion. All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.	
	Carried To Collection	US\$

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
	<p>EXISTING AND ADJACENT PROPERTY</p> <p>The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at their own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising.</p> <p>The Contractor will be held fully responsible for the safety of the existing and adjacent properties and for any damage caused in consequence of these Works. They must reinstate all damages at his own expense and indemnify the Employer against any loss.</p> <p>The Contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.</p>	
A	<p>WATCHING AND LIGHTING</p> <p>The Contractor shall provide at their risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>	
B	<p>SIGNBOARD</p> <p>The Signboard and lettering on same for the display of the General and Sub-Contractors' names shall be of an approved size with the Employer's name painted thereon. The Project Manager Quantity Surveyors and other Consultants' names shall be printed in 50 mm letters all to the Project Manager's approved design. No other signboard or advertising will be permitted without prior permission from the Project Manager.</p>	
C	<p>TRAFFIC SIGNAGES</p> <p>Provide costs for the supply and installation of standard traffic signs at a given specified or required road works location to give instructions or provide information to the road users.</p>	
	<p>Carried To Collection</p>	<p>US\$</p>

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
	<p>PRIME COST RATES</p> <p>Where description of items include a P.C. rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the P.C. rate stated.</p> <p><u>PROTECTION AND CLEANING</u></p> <p>A PROTECTION</p> <p>The Contractor shall cover up and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Project Manager until the completion of the Contract.</p> <p>B CLEANING</p> <p>The Contractor shall, upon completion of the Works, at their own expense, remove and clear away all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Project Manager including clearing away and making good all traces of temporary access roads, offices, sheds, camps, etc. Particular care shall be taken to leave clean all remove all cement stains. They shall also, at the discretion of the Project Manager, remove all rubbish and dirt as it accumulates. The Contractor is to find their own dump and shall pay all charges in connection therewith.</p> <p><u>ENVIRONMENTAL AND SOCIAL MANAGEMENT</u></p> <p>C ENVIRONMENTAL AND SOCIAL MANAGEMENT</p> <p>Provide costs for implementing Environmental and Social Management Plan (ESMP) The ESMP for this project provides all the details of project activities, impacts, mitigation measures, time schedules, costs, responsibilities and commitments proposed to minimize environmental impacts. The main activities include Instituting and implementing Environmental Management System.</p>	
	<p style="text-align: right;">Carried To Collection</p> <p style="text-align: right;">US\$</p>	

ITEM	ITEM DESCRIPTIONS	AMOUNT (US\$)
	<p><u>Collection</u></p> <p>Brought forward from Page 1/3</p> <p>Brought forward from Page 1/4</p> <p>Brought forward from Page 1/5</p> <p>Brought forward from Page 1/6</p> <p>Brought forward from Page 1/7</p> <p>Brought forward from Page 1/8</p> <p>Brought forward from Page 1/9</p>	
	<p><u>TOTAL FOR SECTION 1: PRELIMINARIES AND GENERAL ITEMS</u></p> <p><u>CARRIED TO GRAND SUMMARY</u></p> <p>US\$</p>	

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (US\$)	AMOUNT (US\$)	
A.	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA</u>		21,000			
	<u>BAY REGION</u>					
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY ONLY</u> <u>LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u> <u>ELEMENT NO. 1</u> SITE CLEARING & TOP SOIL STRIPPING Clear site including removal of all growths, bushes, stumps, grub up roots, and other deleterious materials and back-fill and compact to 100% MDD (AASHTO T99) with approved material as directed by the Project Manager.				SM	
	CARRIED TO COLLECTION AT END OF ELEMENT 1				US\$	
A.	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA</u>		4			
	<u>BAY REGION</u>					
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY ONLY</u> <u>LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u> <u>ELEMENT NO. 2</u> <u>CULVERTS AND DRAINAGE WORKS</u> Provision for the repair and cleaning of existing damaged culverts.				No.	
	CARRIED TO COLLECTION AT END OF ELEMENT 2					

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (US\$)	AMOUNT (US\$)
A.	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA</u>				
	<u>BAY REGION</u>				
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY ONLY</u>				
	<u>LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u>				
	<u>ELEMENT NO. 3</u>				
	<u>BITUMINOUS SURFACE TREATMENT</u>				
	Prepare and clean damaged areas, provide, heat and spray MC 30 cutback bitumen prime coat at 0.8-1.2 Litres/m2.	Lit			
	Provide, heat and spray 80/100 cut-back bitumen as first seal on the damaged areas at a rate of 1.0-1.4 Litres/m2.	Lit			
	Provide, transport, lay and roll 14/20 mm Class 3 pre-coated with MC 30, chippings at a rate of 60-90m2/m3.	CM			
	Provide & spray K1-60 as tack coat on damaged areas, rate of 0.5-0.8 Litres/m2.	Lit			
CARRIED TO COLLECTION AT END OF ELEMENT 3		US\$			

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (US\$)	AMOUNT (US\$)
A.	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA</u>		21,000		
	<u>BAY REGION</u>				
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY ONLY</u> <u>LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u> <u>ELEMENT NO. 4</u> <u>BITUMINOUS MIXES</u> Provide, lay and compact pre-mixed Asphalt Concrete patches on damaged areas or areas with potholes/cracks and overlay the entire area with a 25cm thick pre-mixed asphalt concrete as directed by the Project Manager at Bitumen Content of 5.5 - 7.0% by weight of total mix.	SM			
	CARRIED TO COLLECTION AT END OF ELEMENT 4	US\$			
A	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA</u>		1		
	<u>BAY REGION</u>				
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY ONLY</u> <u>LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u> <u>ELEMENT NO. 5</u> <u>MOBILIZATION / DEMOBILIZATION</u> Provide for mobilization of at the start of the works and demobilization after works completion.	Item			
	CARRIED TO COLLECTION AT END OF ELEMENT 5	US\$			

ITEM NO.	DESCRIPTION
	<u>PROPOSED REHABILITATION OF 3.5KM ROAD - E</u>
	<u>BAY REGION</u>
	<u>SECTION 2: ACCESS ROAD / CARRIAGEWAY</u>
	<u>ONLY LENGTH = 3500 METERS; WIDTH = 6.0 METERS</u>
	<u>MAIN SUMMARY</u>
	<u>ELEMENT</u>
	<u>TITLE NO</u>
	1 SITE CLEARING & TOP SOIL STRIPPII
	2 CULVERTS AND DRAINAGE WORKS
	3 BITUMINOUS SURFACE TREATMENT
	4 BITUMINOUS MIXES
	5 MOBILIZATION/DEMOBILIZATION
	<u>TOTAL FOR SECTION 2: ACCESS ROAD/CARRIAGE</u>
	<u>ONLY CARRIED TO GRAND SUMMARY</u>

ITEM NO	DESCRIPTION		PAGE	AMOUNT (US\$)
1	PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, SOMALIA BAY REGION			
	GRAND SUMMARY			
	SECTION 1: PRELIMINARIES & GENERAL ITEMS		1/10	
	SIGNED:			
		(CONTRACTOR) Name of the Authorized Representative Date 		

Grand Summary

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

Schedule(s) of Adjustment Data

Table A - Local Currency

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

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

Table B - Foreign Currency

Name of Currency: _____

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

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

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

Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of **2 years** starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

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

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

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

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

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

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

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

Technical Proposal Forms

1. Personnel
2. Equipment
3. Site Organization
4. Method Statement
5. Mobilization Schedule

6. Construction Schedule

3 - Site Organization

The Bidder shall set out details of the Site Organization, together with the position for each key member for each component of the project.

The Bidder shall provide the following information:

- (a) Organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;
- (b) Plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;

4 - Construction Method Statement

Each Bidder shall set out details of the Method Statement for the Works to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Details of the arrangements and methods which the Bidder proposes to adopt for construction of the Works, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the BID.
- (b) Outline of the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (e) Commentary on logistics and traffic management *[as may be appropriate]*.
- (f) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.
- (g) Outline of the arrangements, which the Bidder proposes for testing upon completion as called for in the Employer's Requirements.
- (h) Outline of arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (i) Outline the quality assurance plans and quality controls, including the teams to be involved.
- (j) [Insert anything else, as may be appropriate.]

5 - Mobilization Schedule

Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, and other facilities necessary for the work; for premiums on bond and insurance for the work; and for other operations performed or costs incurred before the beginning of work.

The Contractor shall set up construction facilities in a neat and orderly manner within designated or project manager approved work areas. All labor and equipment necessary to accomplish the work as specified shall be supplied. Contractor shall conform to applicable requirements,.

6 - Construction Schedule

Each Bidder shall set out a detailed schedule for construction of the Works to be undertaken, including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed schedule shall be developed according to Employer's Requirements and shall address the following:

- (a) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the critical path.
- (b) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (c) [Other proposed measures as may be appropriate].

Forms for Personnel

Form PER – 1: Proposed Personnel

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

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

Form PER – 2: Resume of Proposed Personnel

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

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

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

[illegible]

Forms for Equipment

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

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*

Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

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

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

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name

In case of Joint Venture (JV), name of each member:

Bidder's actual or intended country of registration:

[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 4.3.
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.
- ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not dependent agency of the Employer

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

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

NCB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

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

Form CCC: Current Contract Commitments / Works in Progress

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

Name of contract	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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	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		

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹⁴ for the _____ years required above; and complying with the requirements

¹⁴ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

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

Form EXP - 4.2(a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

5. Construction rate for key activities	
6. Other Characteristics	

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁵ (as per ITB 34.2 and 34.3): _____

NCB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

Address:		
Telephone/fax number		
E-mail:		

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

2. Activity No. Two

3.

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

Section V - Eligible Countries

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

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

Under ITB 4.7 (a) and 5.1 None.

Under ITB 4.7 (b) and 5.1 Please refer to the website of UN Security Council

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁶ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁷;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁸
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁹
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²⁰
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into

¹⁶ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁷ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁸ For the purpose of this sub-paragraph, “*party*” refers to a public official; 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.

¹⁹ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²⁰ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the 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 or the implementation 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;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²¹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²²;

²¹ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²² A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

**(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”PART 2 –
Works Requirements**

Section VII - Works Requirements

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PROPOSED REHABILITATION OF 3.5KM ROAD - BAIDOA, BAY REGION. SOMALIA

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SECTION 1 - GENERAL

101 SPECIAL SPECIFICATIONS

Special specification is supplementary to the Standard Specifications for Road and Bridge Construction, 1986 Edition and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Technical Specifications will take precedence.

102 LOCATION AND EXTENT OF WORKS

The Baidoa road section starts from Baidoa Township and spans out to its outskirts for 3.5km toward Daynuunay town. The segment has an asphalt roadway, but the existing wearing course is dilapidated in several portions with potholes and there is chipping almost throughout on the shoulders.

The rehabilitation of the project road is a 3.5 km section along the Baidoa-Mogadishu highway. It starts from Arc One at the outskirts of town center towards Daynuunay Town. The terrain of the proposed road is mixed rolling and flat along its alignment. Towards the tail end of the 3.5 km, far from the town, the drainage along both sides of the road was new and in great condition

103 EXTENT OF CONTRACT

The project works to be executed under the Contract comprise mainly of but are not limited to the following: Roads, Culverts and drainage

- i) Site clearance
- ii) Preparation of the subgrade to receive the pavement layers as per the standard specifications
- iii) Provision of natural gravel subbase
- iv) Laying of cement improved natural gravel base
- v) Provide Asphalt concrete type I (0-14), 50mm thick.
- vi) Rehabilitation of pipe culverts and other drainage works
- vii) Maintenance of works during construction 12months defects liability period

Should the provisions of any clauses of any or all of the Contract Documents be shown to be mutually at variance or exclusive, the following order of precedence shall be applied in order to establish which of the said provisions, mutually at variance or exclusive, shall be deemed to be the true and correct intent of the Contract entered into by Employer and the Contractor.

The Contractor shall forthwith be absolved from any liability under the provisions not so proved to be the true and correct intent of the Contract, provided that in the execution of the Contract the Contractor has, or shall have complied with such true and correct intent.

- i. Provisions of the Special Conditions of Contract shall take precedence over those of the General Conditions of Contract.
- ii. Provisions of the Special Specifications shall take precedence over the Standard Specifications unless otherwise indicated.
- iii. Standard and the Special Specifications shall take precedence over the Details shown or noted on the Contract Drawings.
- iv. Detailed Drawings shall take precedence over General Drawings.
- v. Within the Standard Specifications, the provisions of any section particular to the provisions at variance shall take precedence over the General Section, and within any section, clauses particular to the provisions at variance shall take precedence over those not so particular.
- vi. The foregoing Order of Precedence shall apply also to sections and clauses of the Special Specifications.
- vii. Where there is conflict in units of measurement quoted in Standard Specifications and units quoted in Bills of Quantities the units in the latter will apply.
- viii. Notwithstanding any fore-written provisions, should the application of the foregoing order of precedence fail to resolve any variance or mutual exclusions as to the true and correct intent of the Contract to the satisfaction of the Project Manager, the Project Manager may exercise the right to arbitrarily give a ruling as to the true and correct intention of the Contract, and the Contractor shall have the right to claim additional payment for any additional expense incurred by him as a consequence of such variance or exclusion and arbitrary ruling.

104 PROGRAMME OF EXECUTION OF THE WORKS

The contractor shall provide the works programme, required under clause 26 of the Conditions of Contract, within 14 days of receipt of the Project Manager Order to commence work.

The programme shall be coordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The programme shall be drawn using the Critical Path Method (CPM) or Programme Evaluation and Review Technique (PERT). No other form of programme shall be allowed or approved.

In addition and as a compliment to the Programme, the Contractor shall submit at the same time, schedules of Contractor's Equipment and labour indicating the projected numbers and types of Contractor's Equipment and labour to be utilized on the works to enable compliance with the Programme. The Schedules shall be itemized under the same heads of items of work as are used in the programme. The Programme shall include as a minimum the following activities:

- Mobilization including provision of services to the Project Manager
- Confirmation of quantities and placing of orders
- Erection of materials storage sites and facilities
- Procurement of major materials for the works
- Execution of various sections of works

The information to be supplied to the Project Manager shall include but not be limited to drawings showing the general arrangements of the temporary offices and any other temporary building or structures which he proposes to use together with details of the constructional plant and temporary works and all other devices which he proposes to adopt for the construction and completion of the labour strength, skilled and unskilled labour and supervision arrangements.

The whole of the temporary works, plant, equipment and appliances used on the works will be the liability of the Contractor in regard to construction sufficiency, safety and maintenance. The Project Manager approval shall in no way relieve the Contractor of this liability. The order in which it is proposed to execute the permanent works is subject to adjustment and approval by the Project Manager and the Contractor's price shall be held to include for any reasonable and necessary adjustments required by the Project Manager during the course of the work.

The main Contractor will be responsible for arranging the above programme with all sub-contractors including the nominated suppliers. When preparing this programme the Contractor shall take due account of the time required for the delivery of any imported material.

The Contractor shall carry out the contract in accordance with the programme agreed with the Project Manager, but he shall in no manner be relieved by the Project Manager approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfill his obligations.

105 ORDER OF EXECUTION OF WORKS

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

106 SUBMISSIONS TO THE PROJECT MANAGER DRAWINGS

It shall be the Contractor's responsibility to prepare and submit to the Project Manager for his approval the following drawings.

- Drawings, which in the opinion of the Project Manager are needed to explain methods and details of work to be carried out by the Contractor, which are altered, compared to or not sufficiently illustrated by the Contract Drawings or any further drawings supplied by the Project Manager.
- As-built drawings showing the actual construction of the permanent works under the Contract based on survey carried out by the Contractor.
- The cost for the above drawings including two copies shall be borne by the Contractor and be included in his price.

Contractor's Site Diary

The Contractor shall provide and keep permanently on the site a diary in which he shall record full details of all work carried out each day. Such details shall include the following.

- a. Location of various works undertaken
- b. Type and quality of work achieved with specific record of construction of formwork, Pouring concrete, striking of formwork, pipes lay, back filling etc.
- c. Inspections carried out by the Project Manager.
- d. Tests carried out with results.
- e. Numbers of employees and plant working, noting any absence of persons at foreman Level and above.
- f. Weather conditions.

Contractor shall record details of formwork, construction, placing of reinforcement, concreting and curing operations, striking of formwork, making good and daily temperature and weather conditions. This diary shall always be available for inspection by the Project Manager.

SITE BOOKS AND STANDARDS

Instructions to be recorded

The Contractor shall provide and keep permanently on the Site a numbered triplicate book wherein the Contractor shall record all instructions relating to concrete work issued by the Project Manager.

One copy of every entry therein shall be sent to the Project Manager on the same day as the entry is made.

107 TAKING OVER CERTIFICATE

Taking over certificate will be issued for the whole length of continuous road substantially completed.

109 NOTICE OF OPERATIONS

Add the following sub- Clause.

Notification Terms

It shall be the Contractor's responsibility to notify the Project Manager when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

- (a) The requirements of the Laws of Somalia governing explosives and other requirements and regulations of Government of Somalia and other authorities shall be complied with.
- (b) No explosives of any kind shall be used without prior written consent of the Project Manager.
- (c) The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

110 UNITS OF MEASUREMENTS, ABBREVIATIONS AND TERMINOLOGY

Units

Metric units shall be used on all drawings and for all calculations, flow capacities, instruments, etc. Some of the existing Plant may have been supplied to Imperial dimensions. Where these are quoted in the Specification or shown on the Drawings they are given for reference and identification, and the equivalent metric units shall be used for all new Plant and on drawings.

111 NATIONAL SPECIFICATIONS

Each and every part of the Works shall be designed, constructed, manufactured, tested and installed in accordance with an internationally recognized Standard, Code of Practice, or Regulation applicable to that part of the Works.

Such standards, etc. shall include:

- a. Somalia Standards (SS)
- b. International Organisation for Standardisation (ISO).
- c. European Standards (EN)

- d. British Standard (BS).
- e. Deutsches Institute for Normung (DIN)
- f. South African Bureau of Standards (SABS)
- g. International Electro-technical Commission, where available (IEC).
- h. Other national or international or other authoritative standards equivalent or superior to those designated in the Specifications.

The Contractor shall demonstrate to the Project Manager satisfaction the equivalence or superiority of any item of Plant supplied to such alternative standards. All standards shall be the latest published and shall include amendments, which are current at the date of manufacture or construction (as applicable).

In the case of category (e) approval must be given in writing by the Project Manager, and the Contractor shall familiarize himself with the requirements of these standards. The Contractor shall supply to the Project Manager four copies in the English language of all such standards prior to approval by the Project Manager. Electrical diagrams and symbols on drawings shall comply with IEC 617. Electrical systems shall comply with requirements and regulations of the public electricity supply authority. Electrical installations in buildings shall comply with the local regulations pertaining to such installations. The Contractor shall be deemed to have acquainted himself with such requirements and ensured that all electrical systems comply therewith.

Plant for the electrical installation shall additionally comply with the Regulations of the Institution of Electrical Project Managers (Great Britain) for the Electrical Equipment of Buildings (Fifteenth Edition) with amendments. In the case of conflict between the various regulations, the regulations recommended by the Somalia Bureau of Standards (KBS) shall take

Copies of Standards

Within 60 days of acceptance of the Tender, the Contractor shall provide to the Project Manager copies of all National and International Standards which are to apply to the Plant, Materials and Workmanship under the Contract, together with an index cross-referencing these standards with the applicable aspects of the works.

The Contractor shall provide and keep permanently on the Site copies of the following British Standard Codes of Practice:

- BS 812
- BS 882
- BS 1881
- BS 4466
- BS 5328

- BS 8007
- BS 8110

The Contractor shall in addition provide and keep permanently on the Site copies of such other Standards, Codes, Notes and Specifications as may be required by the Project Manager.

115 CONSTRUCTION GENERALLY

General

The Contractor shall make his own arrangements for the supply of adequate safe drinking water, electricity and other services to the Permanent Works, Temporary Works and plant and shall provide and maintain all pipes, cables and fittings, which may be necessary to carry such services to his operations.

Water

The Contractor shall make all necessary arrangements for and shall provide at each Site an adequate supply of water both for the execution of the Works and for the health and safety of his workmen and other persons legitimately on the Works. The water for the execution of the Works shall be of a chemical and purity standard such that it will not pollute injure or cause any deterioration of the Works, and it shall generally comply with the requirements specified in that section of the Specification dealing with concrete.

Electricity

The Contractor shall make all necessary arrangements for and shall provide any electricity supply required for the execution of the Works. Should the Contractor use a generator, he shall minimize nuisance from noise or exhaust fumes and shall effectively guard against contamination or danger due to spillage of fuel or exposure to vapor.

Contractor's Monthly Returns

The Contractor shall report monthly progress in the English language to the Project Manager on charts submitted in triplicate showing actual work done superimposed on his agreed programme of works. The reports shall be delivered to the Project Manager within one week after the end of each month.

The Contractor shall include in his monthly report details of all plant (including their values) and labour force employed on site together with description of their deployment. The names and trade of hired labourers being residents in the project area are to be shown separately. The Contractor shall also provide a list of all materials intended for use in the permanent work delivered to site during the month.

Weather Records

The Contractor shall erect a rain gauge ("Nylex 600" or similar approved) and a double bulb,

minimum/maximum thermometer (0.1°C accuracy) at a site agreed with the Project Manager. The Contractor shall be responsible for the daily measurement of rainfall and minimum and maximum temperature to be taken at 8:00am each day.

Sign Boards and Advertisements

The Contractor shall provide, sign, write, erect and maintain sign boards of sound construction to the satisfaction of the Project Manager and at a location indicated by him in each settlement. As directed by the Project Manager the signboard shall give a brief description of the Works and bear the names of the Employer, the Financier, the Project, the Consultant and the Contractor. The expenses for the signboard shall be priced separately in the Bill of Quantities.

On completion of the works the Contractor shall remove the signboard when instructed to do so by the Project Manager Representative. No advertisements shall be placed on any boarding, fencing or scaffolding erected for any purpose connected with the contract without the written permission of the Project Manager.

Record Drawings

Within 4 weeks of the commencement of the Defects Correction Period, the Contractor shall deliver to the Project Manager one complete set of record drawings of all works constructed under the Contract. The minimum scales for road alignment plans and longitudinal sections shall be 1:2'000 horizontally and 1:200 vertically. All other works shall be at scales used in the Tender Drawings for comparable works or as agreed with the Project Manager.

The Project Manager shall comment on the draft Record Drawings and within a further 8 weeks the Contractor shall then produce a definitive set in transparency of CALC material of good quality (min 100g/m²) that shall be delivered to the Project Manager complete with two sets of prints. In addition the Contractor shall provide one copy of all as-built drawings in digital format agreed with the Project Manager and certified virus free compact disc (CD).

Operation and Maintenance Manuals

Within 4 weeks of the commencement of the defects correction period, the Contractor shall deliver to the Project Manager a complete set of Operation and Maintenance (O&M) manuals of works constructed under the contract. The Project Manager shall comment, where applicable, on the draft O&M manuals and within 8 weeks the Contractor shall deliver the final O&M manuals to the Project Manager.

In addition the Contractor shall provide, where applicable, one soft copy in a format agreed with the Project Manager and certified virus free compact disc (CD).

117 HEALTH, SAFETY AND ACCIDENTS

Safety and Health

The Contractor shall be responsible for the safety and health of all workmen and other persons in or around the works, to the satisfaction of the Project Manager and in accordance with safety and health regulations. The attention of the Contractor is drawn to regulations and laws in force. The Contractor is fully and in all respects responsible for the safety on the Works.

First Aid Outfits/Ambulances/Emergency Services

The Contractor shall provide and maintain for the duration of the Contract adequate and easily accessible first aid outfits on every site at which work is in progress or his personnel are posted. The Contractor shall have available at all times a vehicle or vehicles for the conveyance of sick or injured people to hospital. The Contractor shall notify the Public Emergency Service (Fire, Police, Ambulance) of the location and intended duration of all works at each site prior to commencing work at each site.

Protective Clothing

The Contractor shall provide for the Project Manager and his assistants the protective clothing necessary for the proper discharge of their duties on Site. This shall also include equipment, protection and instruments as described below for use in hazardous situations and confined spaces.

Noise Control

All work must be carried out without unreasonable noise. Compressors used on the site shall be silenced either by use of silencer and property lined and sealed acoustic covers or by effective acoustic screens to enclose the noise source. Ancillary pneumatic tools used on the Site shall be fitted with effective silencers as recommended by the manufacturer.

Hazards

There are hazards associated with the Sites and the Employer's occupation or use of them. Some will be present at all times: others may be intermittent or may not exist until work has been carried out by the Contractor or others, or operational Plant has been commissioned. Hazards comprise of confined spaces, explosive and flammable gases, toxic fumes, Asphyxiating gases, Dangerous fumes and gases, Dangerous chemicals, Electricity cables, Sewage, Reptiles, rodents and insects etc. The Contractor shall take every precaution when working in areas with or susceptible to hazards.

Confined Spaces

Where any part of the Works is to be carried out in a confined space the Contractor shall:

1. Establish a system of written permits for each person to enter a confined space.
2. Display at the entrance to each confined space a sign warning of the need for oxygen and gas levels to be monitored before access and while work is proceeding.

3. Monitor the atmosphere in the confined space for oxygen depletion and dangerous gases before any person enters it.
4. Provide suitable and sufficient Working or Escape breathing apparatus appropriate to the risks identified or expected.
5. If sufficient means of natural ventilation cannot be guaranteed to provide at all times an adequate circulation of uncontaminated air, provide forced air ventilation even if oxygen or other gas levels are shown to be safe.
6. Provide suitable and sufficient gas monitoring equipment in appropriate locations, and ensure that it is used at all times when the confined space is occupied.
7. Ensure that all persons within the confined space vacate it as soon as any alarm sounds, without waiting to record the gas level.
8. Maintain a register of all alarms sounded every day, including Nil returns when appropriate, and provide a copy of the register to the Project Manager each week.
9. Unless he can demonstrate to the Project Manager his own ability to do so, employ a specialist firm to inspect and recalibrate gas detection equipment at proper regular intervals; and clearly label all such equipment with the date by which the next recalibration is to be conducted.
10. Provide appropriate harness, safety ropes and rescue facilities, and if practicable two means of access from top to bottom.
11. Provide when work is in progress radio or telephone communication, or safe visual and oral communication where this is appropriate and background noise levels permit.
12. Ensure that all electrical tools and equipment are of the appropriate type.
13. Provide appropriate protective clothing.
14. Provide hygiene facilities if appropriate.
15. Where a confined space is such that the number of persons within the space cannot be established by external observations, the Contractor shall maintain a written record of everyone entering and leaving the confined space and shall be accessible at all times to the Project Manager staff and the emergency services.

The contractor shall not, even in an emergency, enter or allow his workmen to enter any confined space until the requirements of this clause have been implemented.

Add to sub clause 19.1 the following:

In addition to providing, equipping and maintaining adequate first aid stations throughout the works in accordance with the laws of Somalia, the contractor shall provide and maintain on site during the duration of the Contract, a fully equipped dispensary. This shall be with a qualified Clinical Officer / Nurse who shall offer the necessary medical advice on HIV and related diseases to the Project Manager and Contractor's Site staff. The Contractor shall allow for this in the rates and be responsible for all site welfare arrangements at his own cost.

119 USE OF EXPLOSIVES

Explosives and Blasting

The removal of hard materials by use of explosives will not be permitted unless specifically allowed for in the contract and then only subject to compliance by the Contractor in all respects with the Explosive Laws of Somalia. Blasting shall only be carried out at such parts of the works for which permission in writing has been given by the Project Manager Representative and shall be restricted to such hours and conditions as he may prescribe.

The purchase, transport and use of explosives shall be carried out in accordance with the most recent explosive ordinance and rules issued by the Government.

The Contractor shall provide a special proper store for explosives in accordance with local regulations and he shall be responsible for the prevention of any unauthorized issue or improper use of any explosives brought on the works. The Project Manager and other Authorities concerned shall approve storage arrangement and quantities of explosives stored.

The Contractor shall employ men experienced in blasting and these men must be in possession of a current blasting certificate. The charges shall be properly placed, sized and tamped and where necessary the Contractor shall use heavy mesh blasting nets. Blasting shall in no way weaken existing structures or foundations or ground adjacent to existing and proposed works. Blasting operations shall be carried out with as little interference as possible to traffic or persons and the Contractor shall take all necessary precautions to prevent loss, injury or accident to persons and property. The Contractor shall be entirely liable for any accident or damage that may result from the use of explosives.

If in the opinion of the Project Manager, blasting would be dangerous to persons or property or to any finished work or is being carried out in a reckless manner, the Project Manager may prohibit any further use of explosives.

Contamination of the Works and the Environment

The Contractor shall at all times take every possible precaution against contamination of the Works. The Contractor shall give strict instructions to all persons employed by him to use the sanitary facilities provided. Throughout the Contract the Site and all permanent and Temporary Works shall be kept in a clean, tidy and sanitary condition. The Contractor shall at all times take measures to avoid contamination of water courses, drains and the environment by petrol, oil or other harmful materials. The Contractor shall be responsible for making all arrangements for the disposal of water from the testing and sterilizing of pipelines, water retaining structures and treatment works.

Compliance with the National Environmental and Management Act, 1999 (NEMA)

The Contractor shall at all times comply with the requirements of the NEMA Act 1999.

121 DIVERSION OF SERVICES

- (a) The Contractor shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, water pipes, sewers etc., before execution of any works that may affect the services. The cost of determining the location of the existing services together with making good to the standard set by the operator/agency or repairing of any damage caused all to the satisfaction of the Project Manager shall be included in the tender rates.
- (b) Subject to the agreement with the Project Manager, the Contractor shall be responsible for removal of alteration and relocation of existing services.
- (c) The Contractor shall indemnify the Employer against claims originating from damage to existing services or works of any kind.

In addition the Contractor shall take the full and entire responsibility for the sufficiency of plant, scaffolding, timbering, machinery, tools or implements and generally for all means used for the fulfillment of the Contract. In the event of any of these means proving insufficient, the Contractor is still fully and entirely responsible for the sufficiency of these means notwithstanding any previous approval or recommendation that may have been given by the Project Manager.

Safety of Adjacent Structures or Works

The Contractor shall at his own expense provide and erect to the approval of the Project Manager such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the Works and he shall remove such supports on completion of the Works or otherwise take such permanent measures as may be required by the Project Manager to protect the structures or works.

Existing Services and Installations

The Contractor shall take every precaution to ensure that all existing services, pipes, culverts, cables, boundary walls and fences, retaining walls, drainage ditches and the like, within and near the line of excavation, are located, supported and safeguarded from damage. Any damage caused to any such services, pipes, culverts, cables, boundary walls and fences, retaining walls, drainage ditches and the like attributable to the Contractor's operations, his constructional traffic or his negligence shall be made good by or for the Contractor at his own expense to the satisfaction of the Project Manager, owner or responsible authority.

In the event of the owner or responsible authority electing to repair such damage the Contractor shall pay the cost of so doing the work. Should the Contractor fail to pay the cost of the said work within one month of the account being presented, the Employer reserves the right to settle the account and deduct the sum paid by him from monies due or which may become due to the Contractor.

Temporary Removal of Existing Services

If it should become necessary for the proper execution of the work temporarily to remove or divert any existing pipe, sewer, field drain, cable, drainage ditch or other service, the Contractor shall obtain permission from the responsible authority or owner and shall carry out the work at his own expense in a manner and at times to be approved by such authority or owner and shall subsequently reinstate the work to the satisfaction of such authority or owner.

In the event of the owner or responsible authority electing to arrange for the temporary removal of an existing service, the Contractor shall pay the cost of his or their doing the work. Should the Contractor fail to pay the cost of the said work within one month of the account being presented, the Employer reserves the right to settle the account and deduct the sum paid by him from monies due or which may become due to the Contractor.

The Contractor's attention is particularly drawn to the requirement to maintain drainage ditches in order to avoid any interruption of flow of water therein to the satisfaction of the Project Manager, owner or responsible authority and the Contractor shall be deemed to have included in his rates and prices for all temporary works so required.

Permanent Diversion of Existing Services

If in the opinion of the Project Manager and/or of the responsible authority or owner it should become necessary permanently to remove or realign any existing pipe, sewer, field-drain, cable, ditch, or other service, other than allowed for in the Bills of Quantities, the Contractor shall obtain permission, where necessary, from the authority or owner and shall carry out and complete the work to the satisfaction of the Project Manager and such authority or owner. Payment for such additional work will be made in accordance with the Contract, provided always that the necessity for such permanent diversion has not arisen due to the fault of the Contractor. In the event of the owner or responsible authority electing to arrange for the permanent diversion of an existing service, the

permanent diversion of which has become necessary due to the fault of the Contractor, the Contractor shall pay the cost of his or their doing the work.

Should the Contractor fail to pay the cost of the said work within one month of the account being presented, the Employer reserves the right to settle the account and deduct the sum paid by him from monies due or which may become due to the Contractor.

Permanent Support for Existing Services

If in the opinion of the Project Manager and/or the responsible authority or owner it should become necessary to provide permanent support for any existing pipe, sewer, cable, structure or other thing disturbed, exposed or injured during or after the execution of the Works, the Contractor shall carry out promptly such additional works as the Project Manager may require to provide such permanent support. Payment for such additional work will be made in accordance with the Conditions of Contract, provided always that the necessity for such permanent support has not arisen due to the fault of the Contractor.

Authority or Owners May Carry Out Work

Any of the work involving repair, replacement or re-alignment of existing pipes, sewers or other services may be carried out by the responsible authority or owners if they so desire. In such case, the Contractor shall allow them the facilities and assistance they may require and shall bear the full expense of the work except in the case of permanent removal or re-alignment which will be paid for by the Employer, provided that the necessity for such removal or re-alignment has not arisen due to the fault of the Contractor.

Care of Boundary Walls and Fences

The Contractor shall not cut through or remove any section of any boundary wall or fence without the prior approval of the Project Manager who will determine the limits of such cutting or removal. Approval for the cutting through or removal of boundary walls and fences will normally be limited to those crossing the route of drains and pipelines and the Contractor shall so conduct his operations as to minimize the extent of such cutting through or removal.

The Contractor shall repair and reinstate in a manner similar to the original or by other approved means any wall or fence which he may have cut through or removed with or without the approval of the Project Manager or damaged during his operations and all such repairs and reinstatement shall be the Contractor's sole liability and shall be carried out to the satisfaction of the Project Manager and the responsible authority. The Contractor shall at his own expense provide temporary fencing and security measures at

Work through Private and Public Property

Where Works are to be executed in private or public property, the Employer will be responsible for negotiating and obtaining rights of way and the serving of all notices as may be required upon the

owners and/or occupiers of the land and it shall be the obligation of the Contractor to keep the Employer and the Project Manager fully informed concerning the rate of progress and of his intention to enter and begin work. The Contractor shall give the Employer 28 days' notice of his intention to execute Works in each section of private or public property.

Access to Works

All necessary facilities will be given for the access of the Contractor's employees to the Works and the Contractor shall be responsible for seeing that such employees obey all regulations in regard to the conditions of access to the Works.

122 CLOSURE OF ROADS

The Contractor shall be responsible for providing; maintaining and removing, at his own cost, adequate diversions to existing roads, and access tracks interfered with during the execution of the Works, together with any additional policing and signposting, and the erection of barriers as Project Manager approved Traffic Management Plan.

The Contractor shall be responsible for advising the appropriate authorities and where necessary obtaining approval prior to interfering with any road. The production of Traffic Management Plan shall be a participatory activity involving the affected community, County Government, Traffic Police Department and RE's office. Such plans shall have full content of all relevant traffic safety warnings and controls and the Contractor indemnifies the Employer from any claim arising from any road traffic related accident on the affected roads within works.

Traffic Restrictions

The Contractor shall not run tracked vehicles or tracked Equipment on any public or private road without the written approval of the Project Manager and of the responsible authority or owner, and subject to such conditions as each may reasonably require.

The Contractor shall observe all weight and dimensions restrictions that apply to roads and tracks in Somalia and he shall comply with all reasonable restrictions, which may from time to time be imposed by the Project Manager, Employer, Police, responsible authority or owner. Where damage to roads and tracks is caused by the Contractor this shall be repaired at the Contractor's expense. In particular the Contractor shall fill potholes in roads with road stone when these are deepened by his Equipment.

The Project Manager shall have the power to restrict the Contractor's use of any roads, or tracks in terms of direction of traffic, speed of traffic, numbers of vehicles or their axle loading in order to preserve such roads or to make them safe for use by the general public. Where other contractors require the use of these roads or tracks, the Project Manager may prescribe times of usage, or impose some other form of control, which shall be established and operated by the

Contractor, including the supply of traffic lights, flagmen, traffic cones or drums, and other controls.

Flagging, Lighting, Watching and Traffic Control

The Contractor shall be responsible for watching and lighting the Works and for the flagging and control of traffic and he shall comply with the requirements of the Employer and Police and the relevant authority in these matters.

Access Roads

All surface roads and tracks and other surfaced areas used by the Contractor for access shall be continually maintained by him in good condition. Immediately after ceasing to use any road, track or other surfaced area the Contractor shall restore it to the satisfaction of the Project Manager and the responsible authority or owner. The provision of this Clause shall apply also to the shoulders and verges of any existing sealed road used by the Contractor and affected by his operations.

123 LIAISON WITH GOVERNMENT AND POLICE OFFICIALS

The Contractor shall keep in close touch with the Police and the other National and County Government officials of the area regarding their requirements in the control of traffic or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties whose budget shall be included in the tender rates.

124 LAND FOR ALL CAMPS SITES AND FOR THE CONTRACTOR'S OWN PURPOSES, INCLUDING TEMPORARY WORKS.

Notwithstanding Clause 124 of the Standard Specification all requirements of land for temporary works and construction purposes shall be to the approval of the Project Manager but the Contractor will make all necessary arrangements with the property owners concerned and pay all charges arising therefrom. On or before completion of the Contract, the Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

Notwithstanding Clause 120 of the Standard Specifications, the Contractor shall be required to appoint a competent surveyor who will liaise with the Project Manager on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

128 STORAGE OF MATERIALS

All materials shall be stored on Site in a manner approved by the Project Manager and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

129 TEST CERTIFICATES

When instructed by the Project Manager the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Project Manager may require. Such certificates shall certify that the materials or goods concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

131 MATERIALS AND MANUFACTURED ARTICLES

All workmanship shall be of the best quality appropriate to each category of work. Except where otherwise stated or approved by the Project Manager, all materials used in the Works shall be of the best quality of their respective kinds as specified or described in the Specification, Drawings and Bills of Quantities and shall comply wherever possible with the current issue of the appropriate standard published by the British Standards Institution, or other equivalent national standard proposed by the Contractor and approved by the Project Manager.

The Contractor shall use locally produced materials in preference to imported materials provided that they comply with the Specification and are available in sufficient and timely quantities.

Level Datum and Dimensions

All levels shall be referred to the National Datum and the Contractor shall obtain in writing from the Project Manager the location and value of the permanent benchmarks to be used to control the works. Before the commencement of construction work the Contractor shall establish at each site in a position to the approval of the Project Manager, a steel datum peg that shall be securely concreted in. The level of this peg shall be established and agreed with the Project Manager and all levels used in the construction of the Works shall be referred to this established datum. The correctness of this established datum shall be checked at regular intervals during the construction period and agreed with the Project Manager.

The levels of the ground and the levels and dimensions of existing features shown on the Drawings are believed, but are not guaranteed, to be correct. Wherever dimensions or levels are marked on the Drawings such dimensions or levels shall take precedence over dimensions scaled from the Drawings. Where no dimensions or levels are shown on the Drawings, instructions shall be obtained from the Project Manager. In the event of discrepancies between the Drawings and the Specification, the Drawings shall take precedence over the Specification.

Bench Marks

The Contractor shall locate and where necessary re-establish the permanent Bench Marks shown on the Drawings and install additional permanent Bench Marks where directed by the Project Manager

to facilitate the setting out and checking of the Works. Prior to commencing the Works, the Contractor shall undertake a survey, based on the same local datum as used in the original topographic survey, to confirm the elevation and horizontal position of all permanent Bench Marks and shall submit a schedule of the said co-ordinates to the Project Manager.

The Contractor shall be responsible for maintaining and regularly checking the elevation and position of all permanent Bench Marks for the duration of the Contract. Where it is found that an existing benchmark is interfering with the progress of the works, the Contractor may seek the Project Manager approval to re-locate the Bench Mark. The Contractor shall submit to the Project Manager in writing the co-ordinates of the new benchmark.

Levels

The Contractor shall establish, construct and protect benchmarks as necessary during the period of construction and such benchmarks shall be checked periodically and whenever required. Benchmarks will be marked on the wall of a permanent structure by chiselling a line into the wall or by concrete iron pin. Painting around it as detailed by the Project Manager will then identify this mark or the pin. The Project Manager will approve the position of any such benchmark before it is established.

The levels of the benchmarks will be determined on site and approved as necessary by the Project Manager. The above levels will all be based on the Datum. The Contractor shall seek approval from the owners prior to the establishment of any benchmarks on private properties.

Materials on and Under the Site

All soil, gravel, stone, timber, or other materials obtained in the excavations, clearing of the Site of the Works and soil stripping, must not be removed from the Site without the consent of the Project Manager. The Contractor however, may use for the construction of the Works any of the materials excavated under the Contract, which the Project Manager may determine to be fit for such use and shall use such materials if directed by the Project Manager.

Restoration of Drains, Streams, Canals, etc.

Subject to any requirement of the Works whereby a permanent change is to be effected, all drains, canals, pipes, channels, water-courses or streams temporarily cut through or disturbed by the excavation of the Works are to be restored so that the water flowing in them may continue to flow in as full and free manner as it did before the disturbance.

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Project Manager; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

- (a) After extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Project Manager. In particular borrow pits near the project road shall be backfilled in such a way that no water collects in them.
- (b) Spilling of bitumen fuels oils and other pollutants shall be cleared up.

SECTION 2 - MATERIALS AND TESTING OF MATERIALS

All materials testing shall be in accordance with Section 2 of the Standard Specifications.

201 SCOPE OF SECTION

The Contractor shall provide on the Site equipment, staff and labor for carrying out the sampling and testing, and he shall carry out any or all of these tests at such times and with such frequency as may be requested by the Project Manager. All equipment shall be calibrated and checked from time to time as the Project Manager may require.

The Contractor shall provide all samples required by the Project Manager. Those samples to be tested in an offsite laboratory shall be carefully forwarded by the Contractor to an approved laboratory. Results of laboratory and site tests shall be kept on site and copies of all test reports shall be forwarded in duplicate to the Project Manager.

202 TESTING BY THE CONTRACTOR

Before incorporating in the Works any material the Contractor shall submit to the Project Manager for approval a sample of each respective material and such samples shall be delivered to and kept at his office for reference. All the respective kinds of materials used in and upon the Works shall be at least equal in quality to the approved samples. Each and every sample shall be a fair average of the material it represents. The Project Manager shall approve the method by which each sample shall be obtained.

Tests of Materials before Use

Any or all of the material supplied by the Contractor for use in any of the Works shall be subject in advance to such tests as may be specified in the relevant Standard or the Specification or as may from time to time be required by the Project Manager. In particular, materials on contact with potable water, or with raw water which is to be treated to render it potable, shall have satisfactorily

passed the appropriate tests as laid down by BS 6920 or an equivalent approved standard or code of practice in operation in the country of manufacture.

Facilities for Project Manager to Take Samples and Tests

The Contractor shall provide facilities for the Project Manager to take samples for testing of any of the concrete or other materials to be incorporated in the Works. Such samples may be taken before or after incorporation into the Works or at any stage during construction at the discretion of the Project Manager. The Contractor shall provide three sets of equipment for carrying out site testing and inspection of materials, plant and equipment. In particular the Contractor shall provide equipment for carrying out pipe site inspection and measurements of electric voltage, current etc.

Rejected Materials

Should any materials or manufactured articles be brought on to the Site which, in the judgment of the Project Manager, are unsound or of inferior quality or in any way are unsuited for the purpose in which it is proposed to employ them, such materials or manufactured articles shall not be used upon the Works but shall be branded, if in the opinion of the Project Manager, this is necessary, and shall forthwith be removed from the Site.

203 ACCEPTANCE STANDARDS OF MATERIALS

The materials and workmanship shall be the best of their respective kinds and to the approval of the Project Manager. The words "to the approval of the Project Manager" shall be deemed to be included in the description of all materials and workmanship for the due execution of the Works.

204 TRIALS TO CONFIRM COMPLIANCE

The Project Manager may direct that a loading test be made on the works or any part thereof if he deems such test to be necessary for one or more of the following reasons:

- Failure of "Site Cubes" to attain the strength requirements;
- Premature removal of formwork;
- Overloading of structure during construction;
- Improper compaction and/or curing of concrete;
- any other circumstances attributable to alleged negligence on the part of the Contractor, which, in the opinion of the Project Manager, may result in a structure being of less than the required strength;

If the loading test be ordered to be made solely or in part for reasons (a) to (d) the test shall be made at the Contractor's own cost. If the loading test be ordered to be made for reason (e), the Contractor shall be reimbursed for the cost of the test if the result is satisfactory.

Loading test shall be carried out in accordance with the requirements of BS 8110. If the results of the test are not satisfactory, the Project Manager will direct that the part of the work concerned be taken

down or removed and reconstructed to comply with the Specification, or that such other remedial measures as he may think fit be taken to make the work acceptable and the Contractor shall carry out such work at his own cost.

The Project Manager may also instruct the Contractor before a loading test takes place to take out cylindrical core specimens from the structures concerned and have them tested. The cutting equipment and the method of doing the work shall be to the Project Manager approval. The specimens shall be dealt with in accordance with BS 1881. Prior to testing, the specimens shall be available for examination by the Project Manager. If the cores are ordered to be taken solely or in part for reasons (a) and (d) above, the work involved and the testing shall be made at the Contractor's own cost. If the cores are to be taken for reasons (b), (c) and (e) above, the Contractor will be reimbursed the cost if the loading test described in the previous paragraphs proves satisfactory.

205 FREQUENCY OF TESTING

Frequency of tests and the number of samples required will be governed by the results of the previous tests, the quality of the materials revealed during the tests, and the uniformity of that quality. Should it become evident that the quality of concrete is deteriorating the Project Manager may require additional samples to be taken and test cubes to be made and tested to determine the cause.

301 SETTING OUT

- a) In addition to the provisions of clause 3.01(a) if the traverse points to be used for the setting out are close to the existing carriageway and interfere with construction works then the Contractor will have to relocate them to a location where they will not be disturbed. The co-ordinates and heights of all traverse points so located shall be listed and provided to the Project Manager for checking and/or approval. Contractor shall also monument the new centreline every 200m along straight and all salient points along curves by a pin in the concrete beacon before commencement of any works. Commencement of the works shall not be permitted until this basic survey data has been provided and approved by the Project Manager for at least 200m of the road.

- b) Detailed Setting Out

Reference pegs shall be 50mm by 50mm in section 600mm long driven 400mm firmly into ground and painted white above the ground. The offset from centreline shall be indicated by small nail 20mm to 25mm long with its head driven flush with the top of the peg. Chainages, offset and reference elevation shall be clearly indicated to the sides of the peg to the satisfaction of the Project Manager.

Prior to commencement of earthworks or subgrade works, the Contractor shall take a topographical survey which shall identify all the break lines i.e. centre line, edges, drains (top and bottom) etc using a total station to enable establishment a digital terrain and submit the same to Project Manager for

agreement. This digital terrain model shall then be used as basis of generating cross sections and measurement for all subsequent layers, unless otherwise stated.

SECTION 3- SITE CLEARANCE AND TOP SOIL STRIPPING

401 SITE CLEARANCE

Site Clearance shall be carried out as directed by the Project Manager following a joint condition survey.

302 REMOVAL OF TOPSOIL

Topsoil shall include up to 200mm depth of any unsuitable material encountered in existing or newly constructed drains, drainage channels, and accesses.

303 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS

Notwithstanding the provisions of clause 405(c) of the standard specifications, the payment for demolition shall be made under bill No. 4. However, when instructed by the Project Manager, the Contractor shall demolish or remove any structure not covered above and payment for this shall be made on day works basis.

SECTION 4 - EARTHWORKS

504 PREPARATION PRIOR TO FORMING EMBANKMENTS

Where benching is required, the rate for compaction of existing ground shall be deemed to cover this activity. Excavation in the pavement of the existing road shall be kept dry. In the event of water penetrating the underlying layer, construction of the subsequent layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without deforming or otherwise showing distress.

Step construction shall be carried out per layer at the joint where excavating both vertically and perpendicular to the direction of the travel. The step shall be 500mm perpendicular to the direction of the travel and 150mm vertical unless otherwise instructed by the Project Manager. Special care shall be taken when compacting the new material at the joint ensuring that specified density is achieved.

505 CONSTRUCTION OF EMBANKMENTS

Only material approved by the Project Manager shall be used for fill in embankments. Material with high swelling characteristics or high organic matter content and any other undesirable material shall not be used, unless specifically directed by the Project Manager. Unsuitable material shall include:

- (i) All material containing more than 5% by weight of organic matter (such as topsoil, material from swamps, mud, logs, stumps and other perishable material)
- (ii) All material with a swell of more than 3% (such as black cotton soil)

- (iii) All clay of plasticity index exceeding 50.
- (iv) All material having moisture content greater than 105% of optimum moisture content (Standard Compaction).

Subgrade: Shall mean upper 300mm of earthworks either insitu or in fill and subgrade shall be provided for as part of earthworks operation and payment shall be made as “improved subgrade”. The material for subgrade shall have a CBR of not less than 8% measured after a 4 day soak in a laboratory mix compacted to a dry density of 100% MDD (AASHTO T99), a swell of less than 1% and dry density less than 1400Kg/m³.

508 COMPACTION OF EARTHWORKS

At pipe culverts, all fill above ground level around the culverts shall be compacted to density of 100% MDD (AASHTO T.99) up to the level of the top of the pipes or top of the surround(s), if any and for a width equal to the internal diameter of the pipe on either side of the pipe(s) or surround(s) as applicable.

At locations adjacent to structures, all fill above ground level upto the underside of the subgrade shall be compacted to density of 105% MDD (AASHTO T.99). In case of fill around box culverts this should be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of the wing walls.

Notwithstanding the provision of clause 503 of the standard Specification, Compaction of subgrade material (i.e. material immediately below formation) in cut areas shall not be carried out by the contractor in areas where the formation is formed in hard material, unless specific instructions to the contrary are issued by the Project Manager.

Where improved sub-grade material shall be required, this shall be compacted and finished to the same standards and tolerances as those required for normal subgrade and clauses in the specifications applying to normal subgrade shall also apply.

511 BORROW PITS

The first part of the Standard Specification is amended as follows:-

Fill material which is required in addition to that provided by excavation shall be obtained provided by the Contractor but to the approval of the Project Manager and the Contractor

517 MEASUREMENT AND PAYMENT

Notwithstanding the provisions of clause 517 of the standard specifications, the rate for compaction of fill in soft material shall allow for the requirements of clause 508 of the special specification and no extra payment shall be made for compaction around pipe culverts (100% MDD AASHTO T.99).

No separate payment shall be made for overhaul of earthwork volumes, and the contractor shall be deemed to have allowed elsewhere in his rates for the cost of complying with the requirements of this specification.

SECTION 5 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS

601 GENERAL

Notwithstanding any indications to the contrary in the Standard specification the Project Manager will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilise these subject to the approval of the Project Manager.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

602 THE MATERIALS REPORT

The information given on material is for general guidance to the bidders and the Contractor fully responsible for material sourcing and handling until final finish. Bidders are advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted.

SECTION 6 - EXCAVATION AND FILLING FOR STRUCTURES

703 EXCAVATION OF FOUNDATIONS FOR STRUCTURES

Unless otherwise instructed by the Project Manager, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed. Paragraph 4, last line: - Replace "95%" with "100%".

707 BACKFILLING FOR STRUCTURES

Unless otherwise instructed by the Project Manager, all backfilling material shall be compacted to a minimum of 100% MDD (AASHTO T.99).

709 EXCAVATION FOR RIVER TRAINING AND NEW WATER COURSES

Payments for river training and establishment of new watercourses shall only be made where such work constitute permanent works. Works done for road deviation or other temporary works shall not qualify for payment.

710 STONE PITCHING

Stone pitching to drains, inlets and outlets of culverts to embankments and around structure shall consist of sound un-weathered rock approved by the Project Manager. The stone as dressed shall be roughly cubical in shape with minimum dimensions of 150 x 150mm for normal thickness of stone pitching. The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Project Manager for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone Pitching Repair and Reconstruction shall be carried out in accordance with Clause 710 of the Standard Specifications.

The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specifications by use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specifications. Contrary to clause 713 of the standard specifications, the rates inserted for stone pitching shall allow for grouting.

711 GABIONS

Where instructed by the Project Manager the Contractor will install gabions as protection works to washout areas or bridge Piers and or Abutments. Gabions shall be constructed in accordance with Clause 711 of the Standard Specification. In cases where existing gabions have been damaged, the Contractor shall identify them and notify the Project Manager for his agreement of the extent of the Work required and his approval and instructions to proceed with the Works.

The Works shall involve removal of the damaged gabions / rocks, excavation to the correct levels and grades as directed by the Project Manager, and in accordance with Clause 711 of the Standard Specifications and reconstruction with new gabions and other necessary materials as necessary. The damaged gabions shall be recovered and transported to the nearest County Government Road works yard.

712 RIP-RAP PROTECTION WORK

Quarry waste or similar approved material shall be used to backfill scoured and eroded side, outfall and cut-off drains. The material shall be compacted to form a flat or curved surface preparatory to

stone [pitching of drainage channels, existing and new scour checks as directed by the Project Manager.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone hand laid, interlocked and rammed into the material to give an even finished surface. The interstices of the pitching shall be rammed with insitu material. The insitu material immediately behind the pitching shall be compacted to minimum density of 100% MDD compaction (AASHTO T.99)

714 BACKFILL BELOW STRUCTURES

Where instructed this shall be carried out in compliance with the requirements of Clause 507 and 804 of the Standard Specification.

SECTION 7 - CULVERTS AND DRAINAGE WORKS

801 SCOPE OF SECTION

The operations specified in this section apply to the installation of drainage works and reinstatement and improvement of the same.

804 EXCAVATION FOR CULVERTS AND DRAINAGE WORKS

In the Standard Specifications, make the following amendments: -

- (a) In paragraph 6, line 3, and in paragraph 7, line 5 and in paragraph 11, line 6, delete "95%" and insert "100%".
- (b) Removal of Existing Pipe Culverts

Where instructed by the Project Manager, the Contractor shall excavate and remove all existing blocked or collapsed culvert pipes of any diameter including concrete surround, bedding, inlet and outlet structure. The void left after removal of culvert pipes shall be widened as necessary to accommodate new concrete bedding, pipe and haunch. The payment of this work shall be per linear metre of pipes removed, and the number of inlet/outlet structure removed

- (c) Removal of other Existing Drainage Structures

When instructed by the Project Manager, the Contractor shall demolish or remove any other structure and payment for this shall be made on day work basis.

- (d) Excavation for Culverts and Drainage Works

The Contractor shall carry out all excavations for new culverts and drainage works to the lines, levels, inclinations, and dimensions shown on the drawings or as instructed by the Project Manager.

805 EXCAVATION IN HARD MATERIAL

In the Standard Specifications, Sub-clauses 805(a) and 805 (b) delete "95%" and insert "100%". In sub-clause 809(a), paragraph 1, line 1, substitute "95%" with "100%". In sub-clause 809(c), paragraph 2, line 4, between the words "compacted" and "and shaped" insert the words "to 100% MDD (AASHTO T.99)".

Hard material is material that can be excavated only after blasting with explosives or barring and wedging or the use of a mechanical breaker fitted with a rock point in good condition and operated correctly. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material.

812 BACKFILLING OVER PIPE CULVERTS

In the Standard Specifications, clause 812

- a) Wherever the expression "dry density of 95% MDD (AASHTO T. 99)" occurs delete and replace with "dry density of 100% MDD (AASHTO T.99)".

The rates entered for laying of pipe culverts shall allow for backfilling to pipe culverts and compacting to 100% MDD (AASHTO T.99) and these works shall not be measured and paid for separately.

814 SUBSOIL DRAINS

In the event of excavation for repairs exposing local seepage, springs or unacceptably high water table, the Project Manager may instruct the provision of counter fort or French drains. These drains shall consist of a trench excavated to the alignment, width, depth and gradient instructed by the Project Manager, and backfilled with approved compacted clean hard crushed rock material as specified in clause 815 of the standard specification. Where these drains lie within the carriageway the carriageway shall be reinstated with compacted stabilized gravel and surfaced with hot asphalt or a surface dressing as instructed by the Project Manager.

815 INVERT BLOCK DRAINS AND HALF ROUND CHANNELS

Invert Block Drains and Half Round Channels are to be constructed as shown in the drawings provided in accordance with the Standard Specifications where directed by the Project Manager.

SECTION 8 - PASSAGE OF TRAFFIC

901 SCOPE OF THE SECTION

The Contractor shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs. The contractor shall provide to the satisfaction of the Project Manager adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two way radios to ensure the safe passage of traffic through the works.

When carrying out the Works the Contractor shall have full regard for the safety of all road users. The Contractor shall also provide sign posts and maintain to the satisfaction of the Project Manager all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made to the contractor for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the contractor.

903 MAINTENANCE OF EXISTING ROADS

The Contractor shall maintain the existing roads covered in the project using compacted natural gravel of sub-base quality in accordance with the provisions in Clause 903 of the Standard Specifications.

904 CONSTRUCTION OF DEVIATIONS

(a) General

In addition to requirement of this clause, the maximum length of deviation road shall be restricted to 1 Kms at any given time unless otherwise instructed. The Contractor shall construct and complete deviations to the satisfaction of the Project Manager before commencing any permanent work on the existing road. Also during these works the contractor is supposed to provide a detour of adequate pipe culverts for pedestrian and traffic crossing where there is bridge works.

Contractor will be allowed to open further 1 Km of the deviation road only when 80% of the permanent work has been completed on first one. The sequencing of deviation road has been shown on the drawing. Where the old road exists near the main road, Contractor shall use this road as deviation road.

(b) Geometry

The carriageway width of the deviations shall not be less than 6m wide and suitable for 2-way lorry traffic unless otherwise specified.

(c) Construction

Unless otherwise instructed gravel wearing course for the deviation shall be 150 mm compacted thicknesses complying with section 10 of the Standard Specification. The class of material shall be class 2 with a maximum plasticity index of 15%. The Contractor shall allow in his rate for removal of any unsuitable material before placing of gravel wearing course, as this will not be paid for separately.

In addition to provision of this clause, Contractor is required to sprinkle water at least 4 times a day at the rate of 1 to 1.4 litres/day in regular interval to minimise the effects of dust. Latest sprinkling time shall be one hour before the sunset.

906 PASSAGE OF TRAFFIC THROUGH THE WORKS

The Contractor shall arrange for passage of traffic through the works during construction whenever it is not practicable to make deviations. The cost of doing so shall be deemed to have been included elsewhere in his rates and no separate payment shall be made for this. To this end, the contractor shall be deemed to have inspected the site for himself and noted any locations where this may apply.

Any damage caused by passing traffic through the works shall be made good at the contractor's own cost.

907 SIGNS, BARRIERS AND LIGHTS

Contractor shall provide signs, barriers and lights as shown in the drawing in Book of Drawings at the locations where the traffic is being carried off the existing road to the deviation and back again to existing road. The Contractor shall provide ramps and carry out any other measures as instructed by the Project Manager to safely carry traffic from the road to deviation.

Contrary to what has been specified in this clause the road signs provided shall be fully reflectorised and in conformity with clause 9.1 of the "Manual for Traffic Signs in Kenya Part II".

909 ASSISTANCE TO PUBLIC

In addition to provision of clause 909, the Contractor shall maintain close liaison with the relevant authorities to clear any broken down or accident vehicles from the deviations and the main road, in order to maintain smooth and safe flow of the traffic.

912 MEASUREMENT AND PAYMENT

The unit of measurement shall be the kilometer, measured along the centre lines of the project road centre line and shall include for the provision, operation, maintenance and removal of all approved temporary diversions, existing roads used as diversions, and road constructed in half-width.

The tendered rate shall include full compensation for accommodating traffic and maintaining diversions, including roads constructed in half-widths and existing road used as diversions during construction and maintenance. The tendered rate shall also include full compensation for the provision of communications equipment, temporary traffic barriers and fencing required for regulating the traffic, arranging for the moving of services solving traffic problems complying with the legal requirements of all authorities concerned, for providing temporary access to private property, and for the provision and maintenance of temporary drainage. The tendered rate shall also include full

compensation for the specified general requirements and all incidental items of cost which are required under the provisions of section.

Item : Accommodating traffic, construction and maintaining diversions
Unit : Kilometre

Payment will be made in two equal installments in respect of each section. The first installment will be made when suitable diversions have been approved for use or when traffic is accommodated adjacent to half-width construction. The second installment will become due when the traffic can be accommodated on the new road, all diversions or single lane workings have been obliterated or removed and all general conditions of the Contract have been complied with, all to the satisfaction of the Project Manager.

SECTION 9- NATURAL MATERIAL SUBBASE AND BASE

1201 GENERAL

This section includes provision of sub-base layer for the following:-

- a. Sub-base layer for carriageway, shoulder, junctions and bus bays using gravel material or other suitable material of sub-base quality;
- b. Thickness of the layer and cement and/or lime content will be as shown on the Drawings and as specified in these Specifications

1203 MATERIAL REQUIREMENT

The grading and material requirements after placing and compaction shall conform to the following requirements: -

Gravels:

- Maximum size max 63mm
- Plasticity Index max 15%

Sands, Silty and clayey sands:

- % passing 2mm sieve max 95%
- % passing 0.075mm sieve min 10 - max 30%
- Plasticity Index min 5 - max 12%

All materials

- Uniformity Coefficient min 5%
- Plasticity Modulus max 250%
- CBR at 95% MDD (AASHTO T180) and 4 day soak min 30%

BASE

Gravel for base, where specified, shall confirm with the following requirements:

- (i) California Bearing Ratio (CBR). Minimum CBR after 4 days soak shall be 18%
- (ii) Grading; the gravel shall have a grading as per grading envelope shown in the attached curve.
- (iii) Plasticity; P.I: 30 maximum, P.M. 200 min and 1200 max.
- (iv) Nodule Hardness : Nodule hardness shall be good
- (v) Compaction of base- course gravel shall be carried out to 98% BS compaction

Natural material for cement or lime improved subbase

The material to be treated shall conform to the following requirement: -

Gravels:

- maximum size 10 - 50mm
- % passing 0.075mm sieve max 40%

Sands, silty and clayey sands:

- maximum size 0.5- 10mm
- % passing 0.075mm sieve max 50%

All materials:

- Plasticity Index max 30%
- Plasticity Modulus max 2500
- Organic matter max 2%

Additional requirements for lime treated materials:

- % Passing 0.425mm sieve min 15%
- Plasticity Index min 10%

After treatment the material shall have a CBR of at least 60% measured after 7 day cure and 7 day soak on the site mix compacted to at least 95% MDD (AASHTO T180) and the treated material shall have a Plasticity Index between 5 and 12% and a Plasticity Modulus less than 250. Natural material for cement or lime improved base

The materials to be treated shall conform to the following requirements:

Gravels:

- maximum size 10 - 50mm
- % passing 0.075mm sieve 5 - 35%

Sands, silty and clayey sands:

- maximum size 1 - 10mm
- % passing 0.075mm sieve max 40%
- Uniformity Coefficient min 5

All materials:

- Plasticity Index max 25%
- Plasticity Modulus max 2000
- Organic matter max 1%
- CBR at 95% MDD (AASHTO T180) and 4 day soak min 20%

Additional requirements for lime treated materials:

- % passing 0.425mm sieve min 15%
- Plasticity Index min 10%

After treatment the material shall have a CBR of at least 160% measured after 7 day cure and 7 day soak on the site mix compacted to at least 95% MDD (AASHTO T180) and the treated material shall have a Plasticity Index less than 6% and a Plasticity Modulus less than 250. Natural materials for cement stabilized base

The material to be treated shall conform to the following requirements.

Gravels and coarse clayey sands:

- maximum size 2 - 40mm
- % passing 0.075mm sieve max 35%
- Uniformity Coefficient min 10
- Plasticity Index max 25%
- Plasticity Modulus

Mix-in-place method max 1500

Stationary plant method max 700

- CBR at 95% MDD (AASHTO T180) and 4 day soak min 30%

After treatment the material shall have a UCS of at least 1800 kN/m measured after 7 day cure and 7 day soak on the site mix compacted at 95% MDD (AASHTO T180) and the treated material shall have a Plasticity Index of less than 6% and a Plasticity Modulus of less than 250

1209 MEASUREMENT AND PAYMENT

Sub-base shall be measured by the cubic metre placed and compacted on the road, calculated as the product of the compacted sectional area laid and the length. There will be no separate payment for overhaul which shall be included in the rate for sub-base

SECTION 10 - GRADED CRUSHED STONE FOR SUBBASE AND BASE

Should need arise to use GCS, use the following guide;

1303 MATERIAL REQUIREMENTS

(a) Properties

Graded Crushed Stone shall comply in all respects with Section 13 of the Standard Specifications and shall be base, stone Class c in accordance with clause 1303 (b) of the standard specification.

(b)Grading

The nominal size of the base material shall be 0/40mm for base course in accordance with clause 1303(c) of the standard specification.

1306 LAYING AND COMACTING GRADED CRUSHED BASE-COURSE

The average dry density shall not be less than 89% of the specific gravity of the stone with no result less than 86% of the specific gravity (Oven-dry value). Graded crushed stone shall be placed by using a self propelled spreader finisher fitted with an electronic level control device, and level control shall be from a tensioned wire supported at every 5m intervals. The graded crushed stone shall be finished to the tolerances given for base in Section 3 of these Specifications.

1309 TREATED MATERIALS

The Graded Crushed Stone shall be treated with 2% cement content and the mixing, transportation and laying shall be carried out as per section 1406 of the standard specification. If it is found necessary to use retarders, the contractor shall inform the Project Manager appropriately and the cost of such retarders shall be incorporated in the cost of the GCS.

The contractor shall submit to the Project Manager, proposals for curing the base-course before the construction works commences and payment shall be as per section 1412(c) of the standard specification.

SECTION 11-CEMENT TREATED MATERIALS

MATERIAL REQUIREMENTS

(b) Cement and lime

(c)Cement - Cement shall be, Portland Cement CEM 1 42.5N complying with KS EAS 18-1: 2001 - Part 1, KS 1725: 2001 manufacturing standards.

(i) Lime

Replace “Lime shall be hydrated calcium lime or quicklime...” with “Lime shall be hydrated calcium lime and “

1409 PROTECTION AND CURING

This shall be in accordance with the provisions of Clause 1409(i) of the Standard Specification but provision shall be made to wet the surface from time to time as directed by the Project Manager.

1412 MEASUREMENT AND PAYMENT

a) Stabilizer

The provision of the stabilizer shall be measured by the tonne calculated as the specific weight of stabilizer added to the material.

b) Mix-in stabilizer

Mixing stabilizer into the material shall be measured by the cubic metre of treated material calculated as the product of the compacted sectional area treated and the length.

SECTION 12 - BITUMINOUS SURFACE TREATMENTS

1501 A GENERAL

The surfacing is an asphaltic concrete as a wearing course. Details of the mix and application will be as directed by the Project Manager .

PART B - PRIME COAT

1501B MATERIALS FOR PRIME COAT AND TACK COAT.

The primer used shall be MC30 applied between the temperatures 45°C – 85°C at the rate of 1 litre/m². Prior to application of the primer, the base course surface shall be brushed off at all loose material to the satisfaction of the Project Manager. The Project Manager may direct a light wetting of the surface with water if he may so desire to enhance the penetration.

The primer shall be spread in one even layer to the widths as shown on the drawings or as directed by the Project Manager by a pressure distributor. Hand spraying shall not be permitted except in small areas, when approved by the Project Manager. The primed surface of the road shall be closed to all traffic. However, where it is necessary to cross the primed area, a layer of sand or crusher fines shall be spread at the rate of 2.5 kg/m³ along the width required. The primed area shall be allowed to cure for 24 to 48 hours or as directed by the Project Manager.

1502B MATERIALS FOR PRIME COAT AND TACK COAT

For prime coat, the binder shall be a medium-curing cut-back MC30 or MC70 unless otherwise instructed by the Project Manager. For tack coat, the binder shall be a penetration grade bitumen applied hot immediately prior to laying the bituminous mixture layer or alternatively a rapid curing cut-back or medium curing cut-back applied at sufficient time before laying the bituminous mixture to allow the evaporation of the cutter (solvent); or a quick breaking Emulsion or slow-setting emulsion diluted with water, applied sufficient time before laying the bituminous mixture to allow the emulsion to break and the water to evaporate and run off.

Blinding material if required shall consist of fine aggregate, or sand, or crusher dust and shall contain not more than 15 per cent retained on a 6.3 mm sieve. The blinding material if required by the Project Manager will be specified in the Special Specification.

1503B PREPARATION OF SURFACE

The surface to be sprayed shall be thoroughly cleaned by sweeping with mechanical brooms and/or washing or other approved means. All laitance of soil or binder material, loose and foreign material shall be removed. All loose material shall be swept clear of the layer to expose the full width of the layer.

The surface to be sprayed shall be checked for line, camber and level, and the surface corrected, made good as necessary and approved by the Project Manager before any bituminous spray is applied. The Project Manager approval, or otherwise, of the surface will be given immediately prior to the Contractor's intention to start spraying.

Unless otherwise directed by the Project Manager, immediately prior to the application of prime coat, the surface of the layer shall be lightly sprayed with water to give complete coverage of the layer, but in no case saturated.

1502C MATERIALS FOR SURFACE DRESSING

a) Binder

The bituminous binder shall be 80/100 penetration grade bitumen and conforming to clause 211 of the Standard Specification.

b) Chippings

Chippings shall be of Class 3 material and shall comply in all respects with clause 1502C of the Standard Specification. The Contractor's attention is drawn to the requirements of Clause 1501C of the Standard Specification with regard to cleanliness and the dust content of chippings for surface dressing. Should it prove necessary in the Project Manager's opinion to wash chippings, no extra payment will be made to the contractor for this operation.

1503C SPRAY AND SPREAD RATES OF BITUMEN AND CHIPPINGS

Spray and Spread Rates for bitumen and chippings cannot be calculated until samples of the chippings to be used are available for test.

After submission of samples and completion of laboratory tests on chippings and binder, the contractor shall in the presence of the Project Manager or his representatives, lay trial sections of seal at various rates of spray and spread as directed by the Project Manager and in accordance with clause 1503C of the Standard Specification. Should any change occur in nature of source of chippings or bitumen, the contractor shall advise the Project Manager accordingly who will then decide if any revisions are required to the spray and spread rates.

If any changes are required, the Contractor shall carry out further trials as instructed by the Project Manager. Payment for binder and chippings will be based on the instructed spray and spread rates used which may not necessarily be those specified. The Project Manager will specify the spray rates of bitumen as residual bitumen per square meter. Actual spray rates used by the Contractor must be adjusted to compensate for any cut-back added.

1505B CURING AND BLINDING OF PRIME COAT

If, after the application of the prime coat, the bituminous material fails to penetrate within the time specified or if the road must be used by traffic, blinding material shall be spread in the amount required to absorb any excess bituminous material and to protect the primed surface. Blinding material shall be spread from trucks in such a manner that no wheel will travel on uncovered bituminous material.

Unless the Project Manager permits otherwise, all loose material on the sprayed surface, including any blinding material shall be removed before any further layer of the is laid.

1505C PRE-COATED CHIPPINGS

Chippings utilized for surface dressing works under this contract shall be pre-coated in accordance with clause 1505C of the Standard Specification. The binder used for pre-coating chippings shall be MC-30 cut-back bitumen.

The amount of bituminous binder used to pre-coat chippings will be as instructed by the Project Manager and will normally be between 0.4% and 1.0% residual bitumen as percentage of the total dry weight.

Prior to laying any pre-coated chippings the Contractor shall prepare trial mixes of bitumen and chippings in the presence of the Project Manager. After completion of trial mixes the Project Manager shall issue written instructions to the Contractor indicating the amount of binder to be added in pre-coated chippings. The Contractor shall maintain this proportion unless the surface or nature of the chippings changes when the Contractor shall repeat the trials and the Project Manager will issue revised instruction.

1506B TOLERANCES

The rate of application of bituminous binder across the width of each spray run shall not vary by more than $\pm 10\%$ of the rate ordered and the average rate of binder for each single run of the spray truck shall be at least equal to the rate ordered. Tray tests should be taken at least once a day during priming operation to check calculations based on dipping of spray trucks.

1511C PAYMENT FOR SURFACE DRESSING

(a) Seal coat

Seal coats shall be measured by the litre, for each type of bituminous binder for each seal coat, calculated as the product of the area in square metres sprayed and the rate of application in litres/square metres, corrected to 15.6 o C.

(b) Chippings

Chippings shall be measured by the cubic metre of each nominal size for each class calculated as the product of the area in square metres covered and the reciprocal of the instructed rate of application in square metres/cubic metre or the actual rate of application in square metres/cubic metre whichever calculation gives the lower volume. The rate inserted by the Contractor for pre-coated chippings in the Bill of Quantities shall include provision of chippings, provision of binder, mixing of binder with chippings, spreading and rolling the pre-coated chippings on the carriageway and shoulders.

PART B - PRIME COAT

1502B MATERIALS FOR PRIME COAT AND TACK COAT.

For Prime coat, the binder shall be a medium-curing cutback MC 30 unless otherwise directed by the Project Manager. The rate of spray of bituminous prime coat refers to the gross volume of the cut-back bitumen, that is to say the volume of the bitumen plus dilutant. Prime coat shall be applied to areas that are to receive Asphalt concrete type I as directed by the Project Manager.

1502C MATERIALS FOR SURFACE DRESSING

a) Binder

The bituminous binder shall be straight run bitumen 80/100 and conforming to clause 211 of the Standard Specification. The rates of spray of the binder shall be as instructed by the Project Manager and shall generally be within the range 0.7-0.8 litres/square metre.

b) Chippings

Chippings shall be of Class 3 material and shall comply in all respects with Clause 1502C of the Standard Specification. The Contractor's attention is drawn to the requirements of Clause 1501C of the Standard Specification with regard to cleanliness and the dust content of chippings for surface dressing. Should it prove necessary in the Project Manager's opinion to wash chippings, no extra payment will be made to the contractor for this operation.

1503C SPRAY AND SPREAD RATES OF BITUMEN AND CHIPPINGS

Spray and Spread Rates for bitumen and chippings cannot be calculated until samples of the chippings to be used are available for test. After submission of samples and completion of laboratory tests on chippings and binder, the contractor shall in the

presence of the Project Manager and the Chief Materials Project Manager or representatives, lay trial sections of seal at various rates of spray and spread as directed by the Project Manager and in accordance with clause 1503C of the Standard Specification.

Should any change occur in nature of source of chippings or bitumen, the contractor shall advise the Project Manager accordingly who will then decide if any revisions are required to the spray and spread rates. If any changes are required, the Contractor shall carry out further trials as instructed by the Project Manager.

Payment for binder and chippings will be based on the instructed spray and spread rates used which may not necessarily be those specified. The Project Manager will specify the spray rates of bitumen as residual bitumen per square meter. Actual spray rates used by the Contractor must be adjusted to compensate for any cutter added.

1505C PRECOATED CHIPPINGS

Chippings utilized for surface dressing works under this contract shall be pre-coated in accordance with Clause 1505C of the Standard Specification. The binder used for pre-coating chippings shall be MC 30 cut-back bitumen.

The amount of bituminous binder used to pre-coat chippings will be as instructed by the Project Manager and will normally be between 0.4% and 1.0% residual bitumen as percentage of the total dry weight. Prior to laying any pre-coated chippings the Contractor shall prepare trial mixes of bitumen and chippings in the presence of the Project Manager. After completion of trial mixes the Project Manager shall issue written instructions to the Contractor indicating the amount of binder to be added in pre-coated chippings. The Contractor shall maintain this proportion unless the surface or nature of the chippings changes when the Contractor shall repeat the trials and the Project Manager will issue revised instruction.

1511C MEASUREMENT AND PAYMENT

(c) Seal coat

Seal coats shall be measured by the litre, for each type of bituminous binder for each seal coat, calculated as the product of the area in square metres sprayed and the rate of application in litres/square metres, corrected to 15.6 °C

(d) Chippings

Chippings shall be measured by the cubic metre of each nominal size for each class calculated as the product of the area in square metres covered and the reciprocal of the

instructed rate of application in square metres/cubic metre or the actual rate of application in square metres/cubic metre whichever calculation gives the lower volume

SECTION 13 - BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES

This section covers different types of bituminous mixes for base and surfacing (wearing and binder courses) and is divided into the following parts:-

- Part A General
- Part B Asphaltic Concrete for carriageway

PART A – GENERAL

1601A SCOPE OF PART A

This comprises all the general requirements for bituminous mixes.

1602A REQUIREMENTS FROM OTHER SECTIONS

The following sections of this Specification apply to Part B of this section and shall be read in conjunction therewith:-

- Section 2 Materials and Testing of Materials
- Section 3 Setting Out and Tolerances
- Section 6 Quarries, Borrow Pits, Stockpile and Spoil Areas
- Section 15 Bituminous Surface Treatments and Surface Dressing

1603A CONSTRUCTION PLANT

(a) General

The Contractor shall submit to the Project Manager in accordance with Section 1 of its Specification, full details of the construction plant he proposes to use and the procedures he proposes to adopt for carrying out the permanent Works.

The Project Manager shall have access at all times to construction plant for the purposes of inspection. The Contractor shall carry out regular calibration checks in the presence of the Project Manager and shall correct forthwith any faults which are found.

All construction plant used in the mixing, laying and compacting of bituminous mixes shall be of adequate rated capacity, in good working condition, and shall be acceptable to the Project Manager. Obsolete or worn-out plant will not be allowed on the work.

(b) Mixing Plant

Bituminous materials shall be mixed in a plant complying with ASTM Designation D995 and shall be located on the Site unless otherwise agreed by the Project Manager. It shall be equipped with at least three bins for the storage of heated aggregates and a separate bin for filler. All bins shall be covered to prevent the ingress of moisture.

The plant may be either the batch-mix type or the continuous-mix type and shall be capable of regulating the composition of the mixture to within the tolerances specified in Clause 1614A of this Specification.

The bitumen tank shall be capable of maintaining its contents at the specified temperature within a tolerance of 50C and a fixed thermometer easily read from outside the tank. Any bitumen which has been heated above 1800C or has suffered carbonisation from prolonged heating shall be removed from the plant and disposed of.

(c) Laying Plant

Bituminous materials shall be laid by a self-propelled spreader finisher equipped with a hopper, delivery augers and a heated adjustable vibrating screed. It shall be capable of laying bituminous materials with no segregation, dragging, burning or other defects and within the specified level and surface regularity tolerance. Delivery augers shall terminate not more than 200mm from the edge plates.

(d) Compaction Plant

The Contractor shall provide sufficient rollers of adequate size and weight to achieve the specified compaction. Prior to commencing the laying of bituminous mixes in the permanent Works the Contractor shall carry out site trials in accordance with Section 2 of this Specification to demonstrate the adequacy of his plant and to determine the optimum method of use and sequence of operation of the rollers. It is important to achieve as high a density as possible at the time of construction and it is expected that vibrating rollers will be required to produce the best results. However, it is essential that thorough pre-construction trials are carried out to ensure that:-

- (a) The roller is set up to have the optimum amplitude and frequency of vibration for the particular material being laid
- (b) That the roller does not cause breakdown of the aggregate particles.
- (c) That the optimum compaction temperatures are established which allow compaction without causing ripple effects or other distortions of the surfacing.

1604A PREPARATION OF SURFACE

Immediately before placing the bituminous mix in the pavement, the existing surface shall be cleaned of all material and foreign matter with mechanical brooms or by other approved methods. The debris shall be deposited well clear of the surface to be covered. Any defect of the surface shall be made good and no bituminous mix shall be laid until the surface has been approved by the Project Manager.

If instructed by the Project Manager a tack coat shall be applied in accordance with Section 15 of this Specification. If the Project Manager considers a tack coat is required prior to laying the bituminous mix or between layers of the bituminous mix, due solely to the Contractor's method of working, then such tack coat shall be at the Contractor's expense.

1605A DESIGN AND WORKING MIXES

At least two months prior to commencing work using a bituminous mix, the Contractor shall, having demonstrated that he can produce aggregates meeting the grading requirements of the Specification, submit samples of each constituent of the mix to the Project Manager. The Project Manager will then carry out laboratory tests in order to decide upon the proportion of each constituent of the initial design mix or mixes to be used for site trials to be carried out in accordance with Clause 1606A of this Specification.

Should the Project Manager conclude from the site trials that the mix proportion or aggregate grading are to be changed, the Contractor shall submit further samples of the constituents and carry out further site trials all as directed by the Project Manager.

The Project Manager may instruct the alteration of the composition of the -75 micron fraction of the aggregates by the addition or substitution of mineral filler. The Project Manager may also instruct the alteration of all or part of the -6.3mm fraction of the aggregates by the addition or substitution of natural sand.

The Contractor shall make the necessary adjustments to his plant to enable the revised mix to be produced. Following laboratory and site trials the Project Manager will determine the proportions of the working mix and the Contractor shall maintain this composition within the tolerances given in Clause 1614A.

Should any changes occur in the nature or source of the constituent materials, the Contractor shall advise the Project Manager accordingly? The procedure set out above shall be followed in establishing the new mix design.

1606 A SITE TRIALS

Full scale laying and compaction site trials shall be carried out by the Contractor on all asphalt pavement materials proposed for the Works using the construction plant and methods proposed by the Contractor for constructing the Works. The trials shall be carried out with the agreement, and in the presence of the Project Manager, at a location approved by the Project Manager.

The trials shall be carried out to:-

- (a) Test materials, designed in the laboratory, so that a workable mix that satisfies the specification requirements can be selected.
- (b) To enable the Contractor to demonstrate the suitability of his mixing and compaction equipment to provide and compact the material to the specified density and to confirm that the other specified requirements of the completed asphalt pavement layer can be achieved.

Each trial area shall be at least 100 metres long and to the full construction width and depth for the material. It may form part of the Works provided it complies with this Specification. Any areas that do not comply with this Specification shall be removed.

The Contractor shall allow in his programme for conducting site trials and for carrying out the appropriate tests on them. The trial on any pavement layer shall be undertaken at least 21 days ahead of the Contractor proposing to commence full-scale work on that layer.

The Contractor shall compact each section of trial over the range of compactive effort the Contractor is proposing and the following data shall be recorded for each level of compactive effort at each site trial: -

- i) The composition and grading of the material including the bitumen content and type and grade of bitumen used.
- ii) The moisture content of aggregate in the asphalt plant hot bins.
- iii) The temperature of the bitumen and aggregate immediately prior to entering the mixer, the temperature of the mix on discharge from the mixer and the temperature of the mix on commencement of laying, on commencement of compaction and on completion of compaction. The temperature of the mixture is to be measured in accordance with BS 598, Part 3, Appendix A.
- iv) The type, size, mass, width of roll, number of wheels, wheel load, tyre pressures, frequency of vibration and the number of passes of the compaction equipment, as appropriate for the type of roller.

- v) The target voids and other target properties of the mix together with the results of the laboratory tests on the mix.
- iv) The density and voids achieved
- v) The compacted thickness of the layer.
- vi) Any other relevant information as directed by the Project Manager.

At least eight sets of tests shall be made by the Contractor and the Project Manager on each 100 metres of trial for each level of compactive effort and provided all eight sets of results over the range of compactive effort proposed by the Contractor meet the specified requirements for the material then the site trial shall be deemed successful. The above data recorded in the trial shall become the agreed basis on which the particular material shall be provided and processed to achieve the specified requirements.

1607A MIXING OF AGGREGATES AND BITUMEN

The bitumen shall be heated so that it can be distributed uniformly and care shall be taken not to overheat it. The temperature shall never exceed 1700 C for 80/100 or 60/70 bitumen. The aggregates shall be dried and heated so that they are mixed at the following temperatures:

125-1650C when 80/100 bitumen is used

130-1700C when 60/70 bitumen is used

The dried aggregates shall be combined in the mixer in the amount of each fraction instructed by the Project Manager and the bitumen shall then be introduced into the mixer in the amount specified. The materials shall then be mixed until a complete and uniform coating of the aggregate is obtained.

The mixing time shall be the shortest required to obtain a uniform mix and thorough coating. The wet mixing time shall be determined by the Contractor and agreed by the Project Manager for each plant and for each type of aggregate used. It shall normally not exceed 60 seconds.

1608 A TRANSPORTING THE MIXTURE

The bituminous mix shall be kept free of contamination and segregation during transportation. Each load shall be covered with canvas or similar covering to protect it from the weather and dust.

1609 A LAYING THE MIXTURE

Immediately after the surface has been prepared and approved, the mixture shall be spread to line and level by the laying plant without segregation and dragging. The mixture shall be placed in widths of one traffic lane at a time, unless otherwise agreed by the Project Manager. The compacted thickness of any layer shall be at least 2.5 times the maximum size of the aggregate for wearing course and at least 2 times for binder course. The minimum thickness shall be 35mm.

Only on areas where irregularities or unavoidable obstacles make the use of mechanical laying impracticable, may the mixture be spread and compacted by hand.

1610 A COMPACTION

Immediately after the bituminous mixture has been spread, it shall be thoroughly and uniformly compacted by rolling. The layer shall be rolled when the mixture is in such a condition that rolling does not cause undue displacement or shoving.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The sequence of rolling operations shall be as agreed with the Project Manager and proved during site trials. Initial rolling with steel tandem or three-wheeled roller shall follow the laying plant as closely as possible. The rollers shall be operated with the drive roll nearest the laying plant, at a slow and uniform speed (not exceeding 5 Km/Hr).

Rolling shall normally commence from the outer edge and proceed longitudinally parallel to the centreline, each trip overlapping one half of the roller width. On super elevated curves, rolling shall begin at the low side and progress to the high side. Where laying is carried out in lanes care must be taken to prevent water entrapment.

Intermediate rolling with a pneumatic tyred or vibratory roller shall follow immediately. Final rolling with a steel-wheeled roller shall be used to eliminate marks from previous rolling.

To prevent adhesion of the mixture to the rollers, the wheels shall be kept lightly moistened with water. In areas too small for the roller, a vibrating plate compactor or a hand tamper shall be used to achieve the specified compaction.

1611 A FINISHING, JOINTS AND EDGES

Any mixture that becomes loose and broken, mixed with dirt or foreign matter or is in any way defective, shall be removed and replaced with fresh hot mixture, which shall be compacted to conform to the surrounding area.

Spreading of the mixture shall be as continuous as possible. Transverse joints shall be formed by cutting neatly in a straight line across the previous run to expose the full depth of the course. The vertical face so formed shall be painted lightly with hot 80/100 penetration grade bitumen just before the additional mixture is placed against it.

Longitudinal joints shall be rolled directly behind the paving operation. The first lane shall be placed true to line and level and have an approximately vertical face. The mixture placed in the abutting lane shall then be tightly crowded against the face of the previously placed lane. The paver shall be positioned to spread material overlapping the joint face by 20-30mm. Before rolling, the excess mixture shall be raked off and discarded.

When the abutting lane is not placed in the same day, or the joint is destroyed by traffic, the edge of the lane shall be cut back as necessary, trimmed to line and painted lightly with hot 80/100 penetration grade bitumen just before the abutting lane is placed.

Any fresh mixture spread accidentally on the existing work at a joint shall be carefully removed by brooming it back on to uncompacted work, so as to avoid formation of irregularities at the joint. The finish at joints shall comply with the surface requirements and shall present the same uniformity of finish, texture and density as other sections of the work.

The edges of the course shall be rolled concurrently with or immediately after the longitudinal joint. In rolling the edges, roller wheels shall extend 50 to 100mm beyond the edge.

1612 A SAMPLING AND TESTING OF BITUMINOUS MIXTURES

The sampling of bituminous mixtures shall be carried out in accordance with AASHTO T168 (ASTM Designation D979).

1613 A QUALITY CONTROL TESTING

During mixing and laying of bituminous mixtures, control tests on the constituents and on the mixed material shall be carried out in accordance with Clause 1612A and Section 2 of this Specification.

If the results of any tests show that any of the constituent materials fail to comply with this Specification, the Contractor shall carry out whatever changes may be necessary to the materials or the source of supply to ensure compliance.

If the results of more than one test in ten on the mixed material show that the material fails to comply with this Specification, laying shall forthwith cease until the reason for the failure has been found and corrected. The Contractor shall remove any faulty material laid and replace it with material complying with this Specification all at his own expense.

1614 A TOLERANCES

Surfacing courses and base shall be constructed within the geometric tolerances specified in Section 3 of this Specification. The Contractor shall maintain the composition of the mixture as determined from the laboratory and site trials within the following tolerances, per single test: -

Bitumen Content	0.3% (by total weight of total mix)
Passing 10mm sieve and larger sieves	6% (by total weight of dry aggregate including mineral filler)
Passing sieves between 10mm and 1.0mm sieves	4% (by total weight of dry aggregate including mineral filler)
Passing sieves between 1.0mm and 0.075mm sieve	3% (by total weight of dry aggregate including mineral filler)
Passing 0.075mm sieve including mineral filler)	2% (by total weight of dry aggregate

The average amount of bitumen in any length of any layer, calculated as the product of the bitumen contents obtained from single tests and the weight of mixture represented by each test, shall not be less than the amount ordered.

The average amount of bitumen for each day's production calculated from the checked weights of mixes shall not be less than the amount ordered.

The average amount of bitumen in any length of any layer, calculated as the product of the bitumen contents obtained from single tests and the weight of mixture represented by each test, shall not be less than the amount ordered.

The average amount of bitumen for each day's production calculated from the checked weights of mixes shall not be less than the amount ordered.

The final average overall width of the upper surface of a bituminous mix layer measured at six equidistant points over a length of 100m shall be at least equal to the width specified. At no point shall the distance between the centreline of the road and the edge of the upper surface of a bituminous mix layer be narrower than that specified by more than 13mm.

1615 A MEASUREMENT AND PAYMENT

No separate measurement and payment shall be made for complying with the requirements of Clauses 1601A to 1614A inclusive and the Contractor shall be deemed to have allowed in his rates in Parts B and C of Section 16 of this Specification for the costs of complying with the requirements of Part A of Section 16 of this Specification

PART B - ASPHALT CONCRETE FOR SURFACING

1601B DEFINITION

The Asphalt Concrete shall be 0/14mm binder course Type I. However, modifications to the Standard Specification have been made below to correspond with SHRP SUPERPAVE system recommendations on the design of bituminous materials. The design of hot mixes shall be in accordance with the procedure detailed in Overseas Road Note 19 -“A guide to the design of hot mix asphalt in tropical and subtropical countries”. The Contractor shall provide copies of ORN 19 and Asphalt Institute Superpave Manual Series No. 2 to the Project Manager at the start of the Project. The salient features with reference to Standard Specification are summarized below.

1602B MATERIALS FOR ASPHALT CONCRETE

a) Penetration Grade Bitumen

The bitumen shall be 80/100 penetration grade, and shall meet the requirements of Table 4.3 in ORN 19 as summarized below. For tack coat, the binder shall be K1-70 cationic emulsion, applied prior to laying the bituminous mixture to allow the emulsion to break and the water to evaporate.

TEST	Min	Test Method (ASTM)	Pen 40/50	Pen 60/70	Pen 80/100
Based on original bitumen penetration					
Penetration at 25 ⁰ C		D5	40-50	60-70	80-100
Softening point (°C)		D36	49-59	46-56	42-51
Flash point (°C)	Min	D92	232	232	219
Solubility in trichloroethylene (%)	Min	D 2042	99	99	99
TFOT heating for 5 hr at 163 ⁰ C		D 1754			
a) Loss by mass (%)	Max		0.5	0.5	0.5
b) Penetration (% of original)	Min	D5	58	54	50
c) Ductility at 25 ⁰ C	Min	D 113	-	50	75

b) Aggregate

- (i) In the Standard Specifications rename Table 16B-1 as 16B-1(a)
- (ii) The coarse aggregate shall be entirely crushed rock from a source which is known to give high values of stability (>9kN) in the Marshall test. Crushed river gravel shall not be used. Aggregates shall meet the requirements given in Table 16B-1(b) below.

Table 16 B-1(b) Requirements of Aggregate

Property	Test	Property
Cleanliness	Sand equivalent for 4.75mm fraction ¹	> 40
	Plasticity index for materials passing 0.425mm sieve ²	<4
	Linear shrinkage for materials passing 0.425mm sieve, %	<2
Particle shape	Flakiness Index (FI) ³	<25
Strength	Aggregate Crushing Value, (ACV) ⁴	< 25
	Aggregate Impact Value, (AIV) ⁴	<25
	10% FACT (dry) kN ⁴	> 160

	Los Angeles Abrasion, (LAA) ⁵	<30
Abrasion	Aggregate Abrasion Value ⁴	< 14
Soundness ⁷	Sodium Sulphate Soundness (SSS)	<10
	Coarse aggregate	<16
5cycles	Sodium Sulphate Soundness (SSS) Fine aggregate	<15
% loss	Magnesium Sulphate Soundness (MSS)	<20
	Coarse aggregate	
	Magnesium Sulphate Soundness (MSS)	
	Fine aggregate	
Polishing	Polished Stone Value	>57
Water absorption	Water absorption , % ⁶	<2
Bitumen affinity	Immersion Mechanical Test: Index of retained Marshall stability ,% ⁸	>75
	Static Immersion Test, % coating retained ⁹	>95
	Retained Indirect Tensile Strength % at 7% VIM ¹⁰	>79

1. AASHTO T176
2. British Standard 1377: Part 2
3. British Standard 812: Part 105
4. British Standard 812: Part 110 to 114
5. ASTM C131 and C 535
6. British Standard 812: Part 2
7. AASHTO T104
8. D Whiteoak (1990)
9. AASHTO T 182
10. AASHTO T 283

Fine aggregate (passing a 6.3mm sieve) shall consist of entirely crushed rock produced from stone having a Los Angeles Abrasion of not more than forty (40).

Aggregates for bituminous mixes shall be stored in single size in separate bins or on areas covered with tightly laid wood planks, sheet metal, hard compacted gravel, concrete or other hard and clean surfaces. The surface shall be self draining, and in such a manner that will preclude the inclusion of foreign material. Aggregates of different grades and sizes and from different sources shall be stored in separate piles, and if these piles are close together they shall be separated by bulk heads.

1603B GRADING REQUIREMENTS

The grading of the mixture of coarse and fine aggregate shall be within and approximately parallel to the grading envelopes given in Table 16B-1(a) of the standard specification for 0/14mm binder course type I. For better workability of asphalt concrete designed to refusal density and for laying thickness of 35mm, the maximum size shall be limited to 14mm. In addition, the material shall comply with the requirements below.

The Contractor shall investigate a number of grading so that a workable mix, which also retains a minimum of 3% voids at refusal density, is identified. The recommendations given in the SHRP SUPERPAVE system are provided in Tables 16B-1(c) and 16B-1(d) as guidance towards identifying a suitable grading.

Table 16B-1(c) - Superpave Aggregate Grading Control Point

Nominal Maximum Size (mm)	Sieve Size (mm)	Control Point (% Passing)	
		Minimum	Maximum
12.5	19	100	-
	12.5	90	100
	9.5	-	90
	4.75	-	-
	2.36	28	58

Note: The SUPERPAVE definition of Nominal Maximum Size of Aggregate is one sieve size larger than the first sieve to retain more than 10% of the aggregate.

Table 16B-1(d) - Superpave Boundaries of Aggregate Restricted Zone

Nominal Maximum Size (mm)	Sieve Size (mm)	Restricted Zone (% Passing)	
		Minimum	Maximum
12.5	2.36	39.1	39.1
	1.18	25.6	31.6
	0.6	19.1	23.1
	0.3	15.5	15.5

1604B REQUIREMENTS FOR ASPHALT CONCRETE

Minimum Marshall Stability for 2x75 blows shall be 9kN and 18kN as the maximum and compaction to refusal density shall have minimum 3% VIM. The nominal binder content shall be 5.5%. The binder content of the working mix will be approved by the Project Manager following laboratory and site trials.

In order to determine the suitability of a coarse aggregate source, a Marshall test programme shall be carried out. It will be advantageous to use a crushed rock, which is known from past experience to give good results in this test procedure meeting the best properties in Table 16B-1(b). A grading conforming to the Type I, 0/14mm binder course detailed in Table 16B-1(a) of the standard specification should be checked.

Having established the suitability of the aggregate source several gradings shall be tested in the laboratory, including that used for the Marshall test. The blended grading shall include coarse, intermediate and fine grading that pass below the restricted zone, which shall increase the degree of interlock. For each mix, samples shall be made up to a range of bitumen contents at reducing interval of 0.25% from the nominal binder content and compacted to refusal using a gyratory compactor and a vibratory hammer in accordance with the procedure described in BS 598 (Part 104: 1989), to establish a relationships between bitumen content and VIM at refusal density for all the gradings.

It should first be confirmed that compaction on one face of the sample gives the same refusal density as when the same compaction cycle is applied to both faces of the same sample. The procedure, which gives the highest density, must be used and shall be submitted to the Project Manager for approval.

From the above bitumen content-VIM @ refusal density relationship, it shall be possible to identify a bitumen content which corresponds to VIM of 3% for each grading. To determine the workability of the mix, compaction trials should be undertaken in these grading with designed binder content @ 3% VIM. It is advisable to establish two or more grading for compaction trials.

The compaction trials will identify a workable mix which can be made to a bitumen content which gives 3% VIM at refusal density meeting the superpave design requirements minimum of VMA 14% at 4% VIM, VFB 65-75% and FLOW 2 - 3.5mm

The mixes identified in compaction trials should be manufactured to the laboratory design bitumen content and to two other bitumen contents. Cores will be cut to determine the density of the compacted material; having completed this core will then be reheated to 145+/-50C in the appropriate mould and compacted to refusal in the

vibrating hammer test. To be acceptable the cores cut from the compaction trial must have a density equivalent to at least 95% of refusal density.

1606B COMPACTION

Rolling shall be continued until compaction of the completed layer attains a minimum mean value of 95% of refusal density (no value less than 93%) and until the voids measured in the compacted layer are within the specified range as appropriate.

1607B MEASUREMENT AND PAYMENT

a) Item : Asphalt concrete type I

Unit : m³ of Asphalt concrete used

Asphalt concrete shall be measured by the cubic metre compacted on the road calculated as the product of the length instructed to be laid and the compacted cross-sectional area shown on the Drawings or instructed by the Project Manager.

The rate for asphalt concrete shall include for the cost of providing, transporting, laying and compacting the mix with the nominal binder content and complying with the requirements of Parts A and B of Section 16 of this Specification.

SECTION 14 - CONCRETE WORKS

1703 (C) FORMWORK FOR CULVERT WALLS AND SLABS

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Project Manager all formworks shall be removed on completion of the walls and slabs.

(a) Materials

Forms shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings. All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release Agents – Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Project Manager.

(b) Construction Method

(i) Formworks

Formworks shall be designed to carry the maximum loads that may be imposed, and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After forms have been set in correct location, they shall be inspected and approved by the Project Manager before the concrete is placed.

If requested, the contractor shall submit to the Project Manager working drawings of the forms and also, if requested, calculations to certify the rigidity of the forms. Unless otherwise described in the Contract, all form joints for exposed surfaces of concrete shall form a regular pattern with horizontal and vertical lines continuous throughout each structure and all construction joints shall coincide with these horizontal and vertical lines. PVC pipes of 50mm diameter for weep holes shall be arranged as shown on the Drawings.

Unless otherwise specified, formwork shall be designed to form chamfers at all external corners whether or not such chamfers are shown on the Drawings to prevent cracks and other damage from arising. The inside surface of forms shall be cleaned and coated with a releasing agent to prevent adhesion of the concrete. Release agents shall be applied strictly in accordance with the manufacturer's detailed instructions. The release agent shall be applied to the formwork prior to erection. Release agent must not come into contact with reinforcement. Immediately before concrete is placed, the forms shall thoroughly be thoroughly cleaned and freed from sawdust, shavings, dust, mud or other

debris by hosing with water. Temporary openings shall be provided in the forms to drain away the water and rubbish.

(ii) **Scaffolding**

All scaffolding required to support the forms shall be designed and constructed to provide necessary rigidity and support the loads without appreciable deflection or deformation.

Details, plans and structural and flexural calculations for scaffolding shall be submitted to the Project Manager for approval, but in no case shall the contractor be relieved of his responsibility for the results obtained by use of these plans, etc.

(iii) **Removal of formwork**

The time at which the formwork is truck shall be the Contractor's responsibility and the forms shall not be removed until the concrete strength has reached 20 N/mm².

(c) **Measurement and Payment**

Payment shall be made according to Section 8 of the Standard Specification of Roads and Bridges Construction.

1703(D) CONCRETE WORKS (CASS 25/20) OF CULVERT WALLS AND SLABS

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs, in accordance with these Specifications and in conformity with the requirements shown on the Drawings.

Concrete class 25/20 shall be used for Culvert walls and slabs.

(a) **Concrete Materials**

(i) Cement: Cement shall be of Portland type and shall conform to the requirements of BS 12 or equivalent.

The contractor shall select only one type or brand of cement or others. Changing of type or brand of cement will not be permitted without a new mix design approved by the Project Manager. All cement is subject to the Project Manager approval, however, approval of cement by the Project Manager shall not relieve the Contractor of the responsibility to furnish concrete of the specified compressive strength.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor's silo or storehouse shall not exceed more than two (2) months, and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Project Manager for his approval the result of quality certificate done prepared by the manufacturer.

Whenever it is found out that cement have been stored too long, moist, or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating, or materials in amounts that could affect hydration, bonding, strength and durability of concrete. The aggregates shall conform to the requirements of sections 1703 (c) and (d) while the grading of the same shall be as follows:

(i) Grading of Fine Aggregates

Sieve Size	Percentage by Weight Passing
10 mm	100
5 mm	89-100
2.5 mm	60-100
1.2 mm	30-100
0.6 mm	15- 54
0.3 mm	5- 40
0.15 mm	0 - 15

(ii) Grading of Coarse Aggregates

Amounts finer than each standard sieve percentage by weight								
Size	40	30	25	20	15	10	5	2.5
%	100	-	-	90-100	-	30-69	0-10	-

Other requirements for aggregates are as follows:

(iii) Fine Aggregates

Fitness Modulus, AASHTO M-6: 2.3 – 3.1

Sodium Sulphate Soundness, AASHTO T104: Max. 10% loss

Content of Friable Particles AASHTO 112: Max 1% by weight

Sand Equivalent, AASHTO T176: Min. 75

(iv) Coarse Aggregate

Abrasion, AASGTO T96: Max. 405 loss

Soft Fragment and shale, AASHTO M80: Max. 5% by weight

Thin and elongated Pieces, AASHTO M80: Max. 15%

(v) Water

All sources of water to be used with cement shall be approved by the Project Manager. Water shall be free from injurious quantities of oil, alkali, vegetable matter and salt as determined by the Project Manager.

(vi) Admixture

Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Project Manager the specific information or guarantees prepared by the admixture supplier.

The contractor shall not exclude the admixture from concrete proportions.

(c) Concrete class 25/20

Concrete class 25/20 shall be used for culvert walls and slabs. The requirements of Concrete class 25/20 are provided as follows unless otherwise the Project Manager will designate any alteration.

Design compressive strength (28 days):	25N/mm ²
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Maximum size of coarse aggregates:	20mm
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Maximum water/cement ratio of 45% with slump of 80mm

(d) Proportioning Concrete

The Contractor shall consult with the Project Manager as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Project Manager in the site laboratory.

The Contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete. No class of concrete shall be

prepared or placed until its job-mix proportions have been approved by the Project Manager.

(e) **Concrete Work**

(i) **Batching**

Batching shall be done by weight with accuracy of:

Cement: $\frac{1}{2}$ percent

Aggregate: $\frac{1}{2}$ percent

Water and Admixture: 1 percent.

Equipment should be capable of measuring quantities within these tolerances for the smartest batch regularly used, as well as for larger batches. The accuracy of batching equipment should be checked every month in the presence of the Project Manager and adjusted when necessary.

(ii) **Mixing and delivery**

Slump of mixed concrete shall be checked and approved at an accuracy of +25mm against designated slump in these specifications.

(iii) **Concrete in hot weather**

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (330c) during placement operations).

(iv) **Concreting at night**

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is supplied; such night work is subject to approval by the Project Manager.

(v) **Placing**

In preparation of the placing of concrete, the interior space of forms shall be cleaned and approved by the Project Manager prior to placing concrete. All temporary members except tie bars to support forms shall be removed entirely from the forms and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the Project Manager. The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms.

(f) **Measurement and Payment**

Measurements for the Concrete Works Class 25/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the Drawings. Payment for the Concrete Works (Class 25/20) of culvert walls and slabs shall be the full compensation for furnishing all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidental necessary for the completion of the work in accordance with the Drawings and these Specifications and as directed by the Project Manager.

SECTION 15 - ROAD FURNITURE

2004 PERMANENT ROAD SIGNS

Permanent Road Signs shall be provided as directed by the Project Manager and in compliance with the requirements of the "Manual for Traffic Signs in Kenya" Part II and standard Specification clause 2004.

2004B EXISTING ROAD SIGNS

Where directed by the Project Manager, the Contractor shall take down road signs including all posts, nuts, bolts and fittings, and remove and dispose of the concrete foundation and backfill the post holes. The signs shall be stored as directed by the Project Manager.

Measurement and payment for taking down road signs shall be made by the number of signs of any type and size taken down, cleaned and stored as directed.

2005 ROAD MARKING

Paint for road marking shall be internally reflectorised hot applied thermoplastic material in accordance with Clause 219 of the Standard Specification. The rates inserted in the Bills of Quantities for road marking shall include for prior application of approved tack coat.

2006 GUARDRAILS

Contrary to the Standard Specification, guardrail posts shall be concrete 200 mm diameter set vertically at least 1.2m into the shoulder as directed by the Project Manager. Spacer blocks shall also be made of concrete.

Beams for guardrails shall be "Armco Flexbeam" or similar obtained from a manufacturer approved by the Project Manager.

2007 KERBS

a) **Vertical Joints**

Vertical joints between adjacent Kerbs shall not be greater than 5 mm in width and shall be filled with a mortar consisting of 1:3 cement: sand by volume.

b) **Transition between flush and raised kerbs**

The transition between flush and raised kerbs (e.g. at bus bays) shall be termed as ramped kerbs. The transition between flush and raised kerbs shall occur within a length of 2.0 m.

2009 RUMBLE STRIPS

Where directed by the Project Manager, the Contractor shall provide, place, trim, shape and compact to line and level asphaltic concrete rumble strips on the finished shoulders. This shall be done to the satisfaction of the Project Manager.

2010 TREES

Where shown on the drawings or directed by the Project Manager, the Contractor shall plant trees in accordance with clause 2010 of the Standard Specifications

2011 MEASUREMENT AND PAYMENT

Road reserve boundary posts

Road reserve boundary posts shall be measured by the number erect

Permanent road signs

Permanent road signs shall be measured by the number of each particular size erected.

Road marking

Road markings in yellow or white material shall be measured in square metres calculated as the plan area painted.

Guardrail

Guardrail shall be measured by the metre as the length of the guardrail constructed.

Kerbs

Kerbs shall be measured by the metre as the length of kerb constructed.

2012 **SERVICE DUCTS**

Service ducts shall be provided in locations as directed by the Project Manager. Ducts shall be heavy duty PVC spigot and socket pipe of 3mm minimum wall thickness. Minimum cover to the top of the pipe from formation level shall be 0.6m. Pipes shall be bedded and surrounded by a 100mm minimum thickness of compacted fine granular material of 10mm maximum size. The remainder of the trench shall be backfilled with selected backfill material of subbase quality up to the top of formation level.

Measurement and payment shall be by the metre of pipe installed, and shall include all excavation, spoil, bedding and surround, backfill, transport, supply, bed, lay of PVC pipe complete with 2mm galvanised draw wire, and end sealing caps and end markers.

SECTION 16 - HIV/AIDS, GENDER ISSUES, SOCIAL ISSUES AND LOCAL PARTICIPATION

2501 SCOPE

This specification sets out the Contractor's obligations with regard to on-site HIV/AIDS awareness campaign and preventive measures which are to be instituted.

2502 INTERPRETATION AND DOCUMENTATION

The following documents shall inter-alia be read in conjunction with this specification:

- The Instructions to Bidders;
- The Conditions of Contract;
- The Drawings;

2503 GENERAL REQUIREMENTS

(a) HIV/AIDS Awareness Campaign

The Contractor shall institute an HIV/AIDS awareness campaign amongst his workers for the duration of the contract. As part of the campaign the Contractor will be required to display AIDS awareness posters in all buildings frequented by workers employed on the contract, where such buildings fall under the control of the Contractor. In addition, at least ten (10) of the Contractor's vehicles, regularly used on site shall display HIV/AIDS awareness posters. The posters shall be printed on gross paper and shall be at least A1 size on buildings and A3 size, or other approved size on vehicles. The message on the posters shall be supplied by the Employer through the Project Manager before the posters are printed. Aids awareness shall also be included in the orientation process of all workers employed on the contract.

(b) AIDS Prevention Campaign

The Contractor shall institute an HIV/AIDS prevention campaign amongst his workers for the duration of the contract. As part of the campaign the Contractor will be required to make condoms available to workers. The condoms shall be from an approved manufacturer. The Contractor shall make available at least 4,000 condoms every month, through dispensing machines or other approved method of distribution. The Contractor shall at all times keep the site adequately supplied with the condoms.

(c) HIV/AIDS Training

Introduction

HIV/AIDS is having an increasing impact in some part of Somalia. Interventions that stimulate the movement of people increase both the exposure to the HIV virus and the spread of the virus. Road construction has been identified as one such intervention. Policy is to integrate HIV/AIDS awareness and prevention into all road construction and rehabilitation programmes. This is in accordance with the Third National Strategic Plan (2000-5) for HIV/AIDS prevention and control as approved by the Government of Somalia, International Bank for Reconstruction and Development (IBRD) and many other organisations. The rehabilitation of the road will involve local labour and other contractor's labour. It is a contractual requirement to carry out HIV/AIDS awareness and prevention activities during the construction period as provided in this specification.

Objective

The objective is to reduce the risk of exposure to and spread of the HIV virus in the area of the construction. The target group will be local labourers and their supervisors employed by the works contractors. The wider community will benefit indirectly through their normal day-to-day interaction with the target group.

Scope of activities

Activities for HIV/AIDS awareness and prevention will be broad-based targeting both individuals and groups. They may consist of:

- (i) Information posters in public places both on and offsite (eating houses, bars, guest houses, etc.) and on contractor's vehicles.
- (ii) Availability of socially marketed condoms.
- (iii) Peer educators (reference people) drawn from the local labour and educated in HIV/AIDS issues for discussions with colleagues (estimate 1 per 100 employees).
- (iv) Small focus group discussions and information covering key issues
- (v) Theatre groups and video presentations.
- (vi) Promotional events (such as football matches) to encourage openness and discussion of HIV/AIDS issues
- (vii) Promotional bill boards to raise awareness of the integration of construction and HIV/AIDS activities.
- (viii) Inclusion of HIV/AIDS activities at site meetings with the District Aids Committee and other approved representatives.
- (ix) Availability of promotional materials such as T-shirts, caps, bumper stickers, key rings, etc.

The scope of activities may be tailored as required to meet the perceived needs and priorities of the labourers, determined by participatory approaches to ensure they are appropriate desired

and have a public health impact. The scale and frequency of activities may also be adjusted to suit requirements of the target group. Education will cover:

- preventive behaviours including partner reduction, condom use, awareness and importance of treatment of sexually transmitted incidences (STIs);
- skills including negotiating safer sex, correct condom use, purchase without embarrassment; and
- referral to local health centres and services available.

Tasks to support the above activities will be to:

1. Establish the status and focus of all current and planned HIV/AIDS activities in the area to ensure complementarity and determine potential involvement in project activities.
2. Carry out a brief review of regional activities combining road construction with HIV/AIDS campaigns to determine options, best practice key issues, constraints, etc.
3. Review of Information, Education and Communication (IEC) materials available and their relevance to road construction, making recommendations for future development of IEC materials.
4. Provide education and training for site personnel, supervisors and peer educators for the scope of activities as above.
5. Provide supervision for peer educators to ensure sustained quality of education. Incentives for their continual work may be small promotional items such as T -shirts, caps, etc.
6. Provide mechanisms for the social marketing of condoms and distribution of materials.
7. Monitor activities regularly to assess effectiveness and impact. This should include an initial, interim and final assessment of basic knowledge, attitude and practices (KAP) taking account of existing data sources and recognising the limitations due to the short time frame to show behaviour change. The KAP will be supported by qualitative information from focus group discussions.

Collaboration

HIV/AIDS activities are coordinated nationally by the National Aids Control Council (NACC). In consultation with NACC and the Ministry of Health (MOH) will co-ordinate with the provincial, district and local representatives. Representatives of local health authorities will be invited to attend training and communication activities. Activities on the construction site will be linked as far as possible with on-going HIV/AIDS awareness and prevention in the area.

This will ensure complementarity of approaches, reinforcing education and minimising duplication. In addition, these links will ensure that the target group will have access to continued information after the end of the construction period.

Contractor Responsibilities

The Contractor employ and designate a qualified HIV/AIDS expert, to be approved by the Project Manager, who will work closely with the Client, MOH and other implementing agencies to support the HIV/AIDS awareness and prevention activities. This will ensure maximum effectiveness and integration with construction activities. Specific but not exclusive issues to be addressed by the Contractor are:

- Scheduling of appropriate timing and duration for the implementation of HIV/AIDS activities as part of workplan for labourers and supervisors. Designated rest times such as lunch breaks and pay days should be excluded.
- Identification of suitable individuals for education from recruitment records with the implementing organisation.
- Provision of suitable sites for communication activities and for condom distribution.
- Monitoring of the implementation of peer educator activities.
- Provision of support as necessary to the implementing organisation.

Inputs

An organisation experienced in the provision of HIV/AIDS awareness and prevention activities will be selected as a subcontractor to provide the above scope of activities on behalf of the main Contractor.

Reporting

The implementing organisation will produce the following reports to be submitted to the Contractor, Consultants and NACC.

Drawings

The set of drawings for the works are part of the bid documents and are separate document attached as full detail design drawings.

Supplementary Information

All works shall be measured work
PART
3 – Conditions of Contract and Contract
Forms

Section VIII. General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

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

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

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor's Bid,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendix,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,²³ and
- (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the 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.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

²³ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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| 6. Communica-
tions | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other
Contractors | 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the 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. |
| 9. Personnel and
Equipment | <p>9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.</p> <p>9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.</p> |
| 10. Employer's
and
Contractor's
Risks | 10.1 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. |
| 11. Employer's
Risks | <p>11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <p style="margin-left: 40px;">(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to</p> |

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the 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.

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

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

12. Contractor's Risks

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

13. Insurance

13.1 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:

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

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the 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.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site** 20.1 The 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.
- 21. Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 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.
- 23.2 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.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the 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.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Corrupt and Fraudulent Practices

- 25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 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.

B. Time Control

26. Program

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

27. Extension of the Intended Completion Date

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early

warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the 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.

28.2 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.

29. Delays Ordered by the Project Manager

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

30. Management Meetings

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

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the 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.

31. Early Warning

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

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

C. Quality Control

- | | |
|----------------------------------|--|
| 32. Identifying Defects | 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect. |
| 33. Tests | 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event. |
| 34. Correction of Defects | <p>34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.</p> |
| 35. Uncorrected Defects | 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount. |

D. Cost Control

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| 36. Contract Price²⁴ | 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. |
|--|--|

²⁴

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

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

37. Changes in the Contract Price²⁵

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs²⁶ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to

²⁵ In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

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

²⁶ In lump sum contracts, add "and Activity Schedules" after "Programs."

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.²⁷

39. Cash Flow Forecasts

39.1 When the Program,²⁸ 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.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.²⁹

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The 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.

²⁷ In lump sum contracts, delete this paragraph.

²⁸ In lump sum contracts, add "or Activity Schedule" after "Program."

²⁹ In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 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.

42. Compensation Events

- 42.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) 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.

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

43. Tax

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

44. Currencies

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

45. Price Adjustment

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

separate formula of the type specified below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients³⁰ **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.”

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

46. Retention

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

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the 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

³⁰ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

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

49. Advance Payment

- 49.1 The 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.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 50.1 The Performance Security shall be provided to the 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.

51. Dayworks

- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

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

56. Operating and Maintenance Manuals

- 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, or

they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

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

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

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

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

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

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

58. Payment upon Termination

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

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

59. Property

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

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the 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.

**61. Suspension of
Bank Loan or
Credit**

61.1 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:

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

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³²
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³⁴

³¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³³ For the purpose of this sub-paragraph, “party” refers to a public official; 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.

³⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;³⁵
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the 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 or the implementation 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;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,³⁶ including by publicly declaring such firm or

³⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

³⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated³⁷;

³⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”Section
IX. Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institution is: World Bank Multi Partner Fund (MPF)
GCC 1.1 (s)	The Employer is Ministry of Finance, FGS
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 24 weeks from date of contract signing
GCC 1.1 (y)	The Project Manager is : Project Senior Engineer
GCC 1.1 (aa)	The Site is located at Baidoa and is defined in drawings as provided in Section VI of the this solicitation
GCC 1.1 (dd)	The Start Date shall be (TBD) 2017.
GCC 1.1 (hh)	The Works consist of: Site surveys, rehabilitation of asphalt road
GCC 2.2	Sectional Completions are: Not applicable.
GCC 2.3(i)	The following documents also form part of the Contract: <ul style="list-style-type: none"> (a) <i>Agreement,</i> (b) <i>Letter of Acceptance,</i> (c) <i>Contractor’s Bid,</i> (d) <i>Particular Conditions of Contract,</i> (e) <i>General Conditions of Contract, including Appendix,</i>

	<p>(f) <i>Specifications,</i></p> <p>(g) <i>Drawings,</i></p> <p>(h) <i>Bill of Quantities,</i></p>
GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of Federal Government of Somalia.</p>
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>\$700,000 USD</i></p> <p>(b) For loss or damage to Equipment: <i>\$10,000</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>\$10,000</i></p> <p>(d) for personal injury or death: According to the law of Somalia for</p> <p>(i) of the Contractor's employees:</p> <p>(ii) of other people:</p>
GCC 14.1	<p>Site Data are: <i>[list Site Data]</i></p> <p>Baidoa -----</p> <p>(a) All the maps and project photos are included the Final Detailed Drawing</p>
GCC 20.1	The Site Possession Date(s) shall be: within fourteen days from date of contract signing
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Legal Unit, Ministry Of Finance
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator:</p> <p><i>To be determined at time of signing contract</i></p>
GCC 24.4	<p>Institution whose arbitration procedures shall be used:</p> <p><i>"The Somali Courts</i></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Somali Courts Arbitration Rules as at present in force."</p> <p>The place of arbitration shall be: Mogadishu, Federal Government of Somalia</p>

B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within Seven (7) days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is Fourteen (14) days. The amount to be withheld for late submission of an updated Program is 2%
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 360 days .
D. Cost Control	
GCC 44.1	The currency of the Employer's country is: USD .
GCC 45.1	<p>The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.</p> <p>The coefficients for adjustment of prices are: N/A</p> <p>(a) For currency[insert name of currency]:</p> <p>(i) [insert percentage] percent non adjustable element (coefficient A).</p> <p>(ii) [insert percentage] percent adjustable element (coefficient B).</p> <p>(b) For currency[insert name of currency]:</p> <p>(i) [insert percentage] percent non adjustable element (coefficient A).</p> <p>(ii) [insert percentage] percent adjustable element (coefficient B).</p> <p>The Index I for local currency shall be [insert index].</p> <p>The Index I for the specified international currency shall be [insert index].</p> <p>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer]</p> <p>The Index I for currencies other than the local currency and the specified international currency shall be [insert index].</p> <p>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</p>
GCC 46.1	The proportion of payments retained is: 10%

GCC 47.1	The liquidated damages for the whole of the Works are are 0.1% per day of the Final Contract Price per day . The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is N/A per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
GCC 49.1	The Advance Payments shall be: twenty percent (20%) and shall be paid to the Contractor no later than 30 days from date of receipt of the Advance Payment Guarantee..
GCC 50.1	The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</i> (a) Bank Guarantee: 10% of the Contract sum. (b) Performance Bond: 30% of the Contract sum.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is fourteen days after completion. The date by which “as built” drawings are required is fourteen days after completion.
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 3% of the contract price
GCC 57.2 (g)	The maximum number of days is: 100 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25%.

Section X - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the 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 the Performance Security within 28 days in accordance with
 the Conditions of Contract, using for that purpose the of the Performance Security Form
 included in Section X. Contract Forms, of the Bidding Document.

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
 . *[name of the 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.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____(if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Bill of Quantities;³⁸ and
 - (ix) any other document **listed in the PCC** as forming part of the Contract,
3. In consideration of the payments to be made by the 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.

³⁸ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of 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, 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]*,³⁹¹ 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...⁴⁰², and any demand for payment under it must be received by us at this office indicated above on or before that date.

³⁹ 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.*

⁴⁰ ² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate*

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.

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.”

Performance Security (Performance Bond)

Option 2: Performance Bond

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

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

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

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

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

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

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

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

_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of 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, 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]*⁴¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (a) 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

⁴¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,⁴²² 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.

⁴² ² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Invitation for Bids

Federal Government of Somalia

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

Grant No.: **TF0A1715**

Contract Title: **Road Rehabilitation Works in Baidoa**

Reference No. **MOF/SFF/WORKS/2017/001**

1 *The Federal Government of Somalia, has received* financing from the World Bank toward the cost of the Special Financing Facility for Local Development and intends to apply part of the proceeds toward payments under the construction of small works

2. *The Ministry of finance ,Special Financing Facility for local development* now invites sealed bids from eligible bidders for the Infrastructure Development project small works below :

: Rehabilitation of asphalt /surfaced road Baidoa, Bay region

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

- (a) Minimum average turnover of USD \$100,000. for Baidoa calculated over the last 1 year
- (b) Completion of at least 1 contracts of similar nature and value over the last 1 year
- (c) Evidence of access to, or has available, liquid assets, lines of credit, and other financial means to meet the financial cash flow requirements
- (d) Other qualification criteria are stipulated in the bidding document, Section III

4. Bidding will be conducted through the National Competitive Bidding procedures as specified in the World Bank's Guidelines: , dated January 2011 available on ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.

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

6. A complete set of bidding documents in **English** may be requested by interested eligible bidders upon the submission of a written application to the address below. The document will be collected from SFF-LD office upon payment in cash of **\$50** at the address given below.

7. Bids must be delivered to the address below on or before **Monday 13 march, 2017 at 11:00 AM Hrs Mogadishu Local time** Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who chooses to attend at the address below on **Monday 13 march, 2017 at 11:00 AM Hrs Mogadishu Local time**

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

9. The addresses referred to above (are):
- a) Documents may be inspected at:
 - Special Financing Facility for Local Development (SFF-LD)
 - Ministry of Finance
 - Procurement Unit
 - Villa Somalia
 - Mogadishu, Federal Government of Somalia
 - Website: / www.hiiraan.com
 - b) Documents will be issued from: **As above**
 - c) Bids must be delivered to: **As above**
 - d) Address of Bid Opening:
 - Special Financing Facility for Local Development (SFF-LD)
 - Ministry of Finance
 - Procurement Unit
 - Villa Somalia