



**Malteser  
International**  
Order of Malta Worldwide Relief

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Malteser International Europe · 51103 Cologne · Germany

Country Coordination Office  
Plot No: 445 Kololo Road 3k South  
Tong Ping, Juba Town  
South Sudan

Juba, 08.03.2018

**INVITATION TO BID**

**ITB/JUB/2018/004**

**Construction of Dry Composting type VIP latrines in eight (8) selected Primary Schools, (3) Community Primary Health Center (PHCC) in Kator and (2) public places in Kator Payam, and (2) public places in Rajaf Payam of Jubek State**

Malteser international with Support from UNICEF is implementing the Project Water Supply, Sanitation and Hygiene for Poor communities in Rajaf and Kator Payams. As part of the project Malteser International is planning to construct sanitation facilities (dry composting type VIP latrines) in primary schools and public places. The purpose of this ITB is to invite suitably qualified and experienced firms to submit proposals as per set out tender documents and compliance requirements for the bidders and should be read in detail before submissions of the tenders

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President:  
Karl Prinz zu Löwenstein

Director:  
Ingo Radtke

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Tenders must be delivered to:

**Malteser Country Coordination,  
Plot No 445 Kololo road 3K South Topping  
Juba - South Sudan**

Tenders must be delivered no later than **1200 hours Jubal local time on 20<sup>TH</sup> March 2018.**

Thank you for your cooperation.

Sincerely Yours,

Name:

*Emmanuel Gore*

Sign:





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**SECTION II**  
**INSTRUCTION TO BIDDERS**

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## INSTRUCTION TO BIDDERS

### Introduction

Malteser International (hereinafter referred as Employer) is preparing to commence the Works Construction of dry composting type VIP latrines in **3 Primary Schools, 3 PHCC** in Kator and **2 Public Places** (Market) in Kator Payam **2 Public Places** (Market) in Rajaf Payam of Jubek State. Malteser International is herein seeking qualified firms to undertake the contract for construction of the said VIP latrines.

This document provides the instructions to bidders and forms part the Tender documents for Construction of dry composting type VIP latrines in selected Primary Schools and public places in Kator Payam and Rajaf. There are 3(three) lots. **Lot 1:** Construction of Dry Composting type VIP Latrines in 3(three) Primary School in Kator Payam; **Lot 2:** Construction of Dry Composting type VIP Latrines in 4(four) public places (Market) Kator and Rajaf Payam; **Lot 3:** Construction of Dry Composting type VIP Latrine in 3(three) PHCC in Kator Payam.

The selected Primary Schools in Kator Lot 1 are:-

- i. **Malakia Basic Primary School**
- ii. **Giyada Modern Primary School**
- iii. **Atlabara East Primary School**

The selected Public Places in Kator and Rajaf Lot 2 are:-

- i. **Malakia Market**
- ii. **Khor walliong Market**
- iii. **Gumbo Main Market**
- iv. **Farm Commercial Market**

The selected Primary Health Center in Kator Lot 3 are:-

- i. **Lologo 1 PHCC**
- ii. **Khor Wolliang PHCC**
- iii. **Malakia PHCC**

The ITB identification reference for this lot is **ITB/JUB/2018/004**φ

Multiple bidding is not allowed. A firm can only bid for 1 (one) Lot

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### ITB Particulars

<b>Works</b>	<p>The works include:</p> <p><b>Lot 1:</b> Construction of Dry Composting type VIP Latrines in <b>3(three) Primary School in Kator Payam.</b></p> <p><b>Lot 2:</b> Construction of Dry Composting type VIP Latrines in <b>4(four) public places (Market) Rajaf and Kator Payams.</b></p> <p><b>Lot 3:</b> Construction of Dry Composting type VIP Latrine in <b>3(three) PHCC Kator Payam.</b></p>
<b>Contact for correspondence, notifications and requests for clarifications</b>	<p>All correspondence, notifications and requests for clarification in relation to this ITB shall be sent to:</p> <p><b>Malteser Country Coordination, Plot No 445 Kololo road 3K South Tamping Juba – South Sudan</b></p>
<b>Bidder Eligibility</b>	<p>Malteser International will only contract with a single legal entity. Where companies wish to enter their bids as Joint Ventures they shall indicate the lead company, which Malteser International would enter, contract with, all other companies shall sub contract to this entity. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of Malteser International.</p>
<b>Clarifications</b>	<p>Requests for clarification from bidders will not be accepted any later than <b>5 days</b> before the Deadline for Submission of Bids.</p>
<b>Site Inspection</b>	<p>Before submitting the Tender, the Bidder advised to complete a visit to the project sites to familiarize itself with the condition of the site. Failure to visit the site shall be deemed a Bidder's risk and shall not be accepted by the Employer, at any time, as a reason for failure to meet the requirements of the Contract. In submitting a bid, it is assumed that the Bidder has visited the site.</p>

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<b>Bid validity period</b>	Bids shall remain valid for acceptance by the employer for <b>60 Days</b> from the deadline for submission of Bids.
<b>Bid security</b>	<b>N/A</b>
<b>Bid Currency</b>	Prices shall be quoted in <b>United States Dollars (USD)</b> .
<b>Duties and Taxes</b>	The Bidder shall price his Bid including all duties, taxes, levies and other charges in force in the Country
<b>Language of bids</b>	All bids, information, documents and correspondence exchanged between Malteser International and the bidders in relation to this tender shall be in <b>English</b>
<b>Bid Submissions</b>	Tenders in sealed envelopes shall delivered / submitted in hardcopy to:  <b>Malteser Country Coordination, Plot No 445 Kololo road 3K South Tomping Juba – South Sudan</b>
<b>Deadline for Submission of</b>	All Tender must be submitted <b>by 12:00 pm (noon) Juba, South Sudan</b> Time on <b>20<sup>th</sup> March 2018</b>
<b>Bid Opening</b>	Bids will be opened in private by Malteser International

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## The ITB Documents

### ITB Documents

The ITB documents consist of:

- Section I Invitation to Bid
- Section II Instructions to Bidders
- Section III Appendix to Tender.
- Section IV Conditions of Particular Application
- Section V Scope of Works
- Section VI Bills of Quantities
- Section VII Technical Specifications
- Section VIII Drawings
- Section X Performance Guarantee, Advance Payment Guarantee, Sample Agreement

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## Manner of Submission

### Technical Proposal

Technical information should be prepared in the following manner:

- a. The Bidder shall prepare a method statement inclusive of a preliminary program as part of their bid. It shall be utilised to assess the Bidders understanding of the project and logical progression of works to facilitate phased construction in an effective, efficient and safe manner. The method statement shall at a minimum:
  - i. illustrate tenderer's organization for executing the works inclusive of proposed methodologies for management and execution of the works
  - ii. list of major sub-contractors and parts of the works which the bidder intends to sub contract
  - iii. proposed staff details and CVs of Construction manager and Site Engineer;
  - iv. projected build-up of labour on site both local and foreign for each phase;
  - v. projected build-up of machinery on site for each phase;
  - vi. demonstrate where materials shall be sourced and where materials shall be disposed of;
  - vii. Demonstrate how the works will be progressed in a safe manner.

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The preliminary works program shall be as detailed as possible. It shall show the level of detail appropriate to each stage of the Works and all activities each of which shall be given a short title.

In his preliminary programme of works, the Contractor shall identify all the constraints he envisages to the timely mobilisation.

- b. All supporting documentation required by this ITB including but not limited to:
- i. Signed Client references from previous projects
- c. Any other documents as required by this ITB or the Employer and this shall include:
- ✓ **Legal Status of the Company and Information required includes:** Principal Place of Business & Addresses (Location, Office Telephone, and Email); Full Details of Company Representative (Name, Title, Telephone & E-mail); Copy of Relevant Certificates (Renewed Registration Certificate, Copy of Valid Trading License - FY 2016/2017, Copy of Income Tax Clearance Certificate -FY 2016 and VAT Registration Certificate.
  - ✓ **Financial Situation of the Company and Information required includes:** Adequacy of Working Capital for Works USD and Average turnover for the past 2 years in USD ( construction only)
  - ✓ **Experiences and Works References and information required includes:** Provide for project name, value, brief description of scope of works and location of any 2 recent similar projects completed; Provide completion certificate of Works as proof of evidence and provide Referees for recently completed projects mentioned above ( Name of contact person, Title and contact details- Telephone & Email
  - ✓ **Manpower Requirement :** Provide proposed Project Manager and Site Foreman assigned for the engagement ( Names, Qualifications , CVs and Years of Relevant Experience) and provide Details of relevant project staff deployed for the engagement ( Categories/ Roles and number of staff)
  - ✓ **Plant and Equipment:** Provide lists of relevant plants and equipment owned or leased to be used for the Works. Provided list of key equipment
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***Financial Proposal:***

Financial Proposal should consist of a completed BOQ (including Summary Sheet). Please note that all sums given in tenders must be in the currency as stated in the Contract.

- a) Letter of tender containing the Bidder's lump sum financial proposal.
- b) The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items, for 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 other rates and prices in the Bill of Quantities.
- c) The Bill of Quantity received with this document shall not be modified.
- d) Where the Bidder observes errors or omissions in the quantities stated, these shall be brought to the attention of the Employer via a tender query.

The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the Bid shall be initialled by the person or persons signing the Bid.

**BID OPENING AND EVALUATION**

The Employer will open the bids in private. The Employer will record the Bid opening strictly in accordance with Malteser International procedure.

The Bidders will not be invited to the Bid opening.

***Non-Compliant Tenders***

The Employer's decision on whether a tender is compliant or not will be final.

If a tender fails to comply in any respect with the requirements set out in these instructions, or is ambiguous, the Employer shall be entitled at its absolute discretion (but shall not be obliged) to take such action as it considers appropriate.

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Where a technical proposal is deemed non-compliant with the requirements of the ITB, the Bidder's financial proposal shall not be opened.

## **Evaluation and Award**

### ***Evaluation Method***

Bids shall be evaluated according to the following procedure:

Firstly, bids shall be evaluated for technical compliance based on;

- Technical expertise and implementation methodology
- Previous experience in similar project
- resources and key personnel

Secondly, bids that are found to be technically compliant shall be evaluated based on price and value for money, analysing all relevant costs, risks and benefits of each bid throughout the whole life cycle of the works and in the context of the project as a whole. The evaluation shall be in accordance with the provisions of this ITB and in accordance with the following weighting:

<b>Title</b>	<b>Maximum Points</b>
1. Technical Proposal	60
2. Financial proposal	40
<b>Total maximum points to be attributed</b>	<b>100</b>

- a. The set criteria shall be used to determine the most economically advantageous tender for contract award
- b. The Bidder's initial proposal should contain the offer's best terms from a cost or price and technical standpoint.
- c. If bids are determined to be equivalent based on the technical criteria, price will then become the deciding criterion for award.
- d. Bidders are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher-priced proposal affords Malteser International a greater overall benefit.
- e. The employer will favourably evaluate a schedule, which shows earlier completion than the Malteser

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International's required time frame. The Bidder's innovative approaches to accomplish early completion are encouraged.

#### **Clarification of bids**

The employer may request clarification or further information in writing from the Bidders at any time during the bid process. The Bidders' responses shall not contain any changes regarding the substance or price of the bid.

#### **Award of Contract**

##### ***Notification of award and signing of Agreement***

- a. The notification of award will be informed to the successful Bidder
- b. The Agreement will comprise the entire agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder. Within 7 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

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##### ***Performance Security?***

- a. The successful Bidder shall deliver to the Employer within 14 days of signing the Agreement, the original Performance Security in the amount stipulated in the Appendix to Tender in Section IV.
  - b. The Performance Security is to be provided by the successful Bidder in the form attached to in Section X of this Bidding Documents.
  - c. The Performance Security shall be in accordance with Clause 4.4 of Particular Conditions of Contract (see Appendix to Tender) and shall be valid until the date given.
  - d. Failure of the successful Bidder to provide the Performance Security within the period specified shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
  - e. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their bids have been unsuccessful.
-



## CHECK LISTS OF DOCUMENTS BE RETURNED

The following checklists are included to help remind the Bidders that the bids submission shall include the following documents for the bids. Documents shall be compiled in the order specified below:

Technical Proposal Check List		
Contractor Name: .....		
Lot: ..... (ITB/JUB/2018/0040)		
S/No	List of documents to be submitted	Mark X if attached
1	A completed copy of this Checklist	
2	Sign/initial every page of ITB (all sections) and return	
3	Sign/initial every Clarification/ Addendum/Tender Bulletin if issued	
5	Technical Proposal Including:	
	a) Legal status information of the company : <i>Principal Place of Business &amp; Addresses, Full Details of Company Representative, and Copy of Relevant Certificates</i>	
	b) Organogram of project team	
	c) Detailed CVs of Key team members ( Project Manager and Site Engineer/Foreman)	
	d) Details of relevant project staff to be deployed for the engagement ( <i>Categories/ Roles and number of staff</i> )	
	e) Financial Situation of the Company: <i>Adequacy of Working Capital for Works and Average turnover for the past 3 years ( construction only)</i>	
	f) Plant and equipment to be deployed for the engagement	
	g) Experiences and Works References : Provide project name, value, brief description of scope of works and location of any 4 recent similar projects completed and completion certificate of Works as proof of evidence; provide Referees for recently completed projects mentioned above	
	h) Method statement	
	i) Works Programme	
	j) Quality Control Plan	
	k) Preliminary Health and Safety Plan	

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

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

\_\_\_\_\_



Financial Proposal Checklist		
Contractor Name: .....		
Lot: ..... (ITB/JUB/2018/0040)		
	List of documents to be submitted	Mark X if attached
1	A completed copy of this Checklist	
2	Letter of Tender	
3	Completed Bill of Quantities (With every page initialed)	

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

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

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SECTION III

APPENDIX TO TENDER

Item	Data
Documents forming the Contract listed in the order of priority	a) The Agreement c) Particular Conditions d) Scope of Works e) Bill of Quantities f) Drawings g) Letter of Tender and the ITB
The Employer	Malteser International
Governing Law	Law of the Country – Republic of south Sudan
Language	English
Provision of Site	On the Commencement Date
Name and Address of Employer's Representative	To be notified in writing by the Authorised Person
Contractor's Representative	To be notified in writing by the Contractor
Subcontracting	The value of subcontracted Works shall not exceed 20% of Contract Price
Performance Security Amount:	10% of Contract Price
Performance Security:	

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Item	Data
Form	Attached in Appendix X of ITB
Time for Completion	75 days calculated from the date of signing the Agreement
Programme: Time for submission	Within 14 days of Commencement Date
Delay Damages	0.10% of Contract Price per day up to a maximum of 10%
Period for notifying defects	60 days calculated from the date stated in the notice under Sub-Clause 6.5
Percentage of retention	5% of every payment
Currency	US Dollars
Advance Payment	No advance Payment

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## SECTION IV

### PARTICULAR CONDITION

#### Particular conditions

##### 1. General Provisions

###### 1.1 Definitions

- 1.1.1 "Variation" means a change to the Specifications and/or Drawings (if any), which is instructed by the Employer.
  - 1.1.2 "Date of Substantial Completion" means the date when the Works have reached substantial Completion as stated in the Taking-Over Certificate
  - 1.1.3 The "Defects Notification Period" means the period for notifying defects in the Works
  - 1.1.4 The "Final Completion Certificate" means the certificate issued under Sub-Clause **9.4**
  - 1.1.5 "Taking-Over Certificate" means a certificate issued under Clause **6.5** certifying that the Works have reached Substantial Completion and stating the date of Substantial Completion.
  - 1.1.6 'Contract' means the Agreement and other documents listed in the Appendix
  - 1.1.7 'day' means calendar day
  - 1.1.8 'Force Majeure' means an exceptional event or circumstance which is beyond a Part's control; which such party could not have provided against before entering into contract; which, having arisen such Party could not reasonably have avoided or overcome and which is not substantially attributable to other party.
- 1.2 Communication
- 1.2.1 The Contractor shall neither seek nor accept instructions from any authority external to the Employer in connection with the performance of its obligations under the Contract.
- 1.3 Assignment
- 1.3.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the

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Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer

#### 1.4 Employer's Use of Contractor's Documents

1.4.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor gives and shall be deemed (by signing the Contract) to give to the Employer a perpetual, non-terminable, transferable non-exclusive, royalty-free, worldwide license to copy, use and communicate the Contractor's Documents, including making and using modifications of them.

#### 1.5 Confidential nature of Documents and Information

1.5.1 The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws.

1.5.2 All information provided to either party by either party shall be held in confidence by all Parties.

#### 1.6 Law

1.6.1 The law of the contract is stated in the Appendix

## 2. The Employer

### 2.1 Provision of Site

2.1.1 The employer shall provide the site

### 2.2 Employers instructions

2.2.1 The contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of Works

### 2.3 Approvals

2.3.1 No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractors obligation.

## 3. Employer's Representative

3.1 The employer may appoint an Individual to carry out certain duties.

## 4. The Contractor

### 4.1 General obligation

4.1.1 The Contractor shall carry out Works Properly and in accordance with the contract. The Contractor shall provide all the supervision, labour, Materials, Plant and Contractor's equipment which may be required.

### 4.2 Contractors representative

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- 4.2.1 Contractor shall submit to the Employer the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 4.3 Subcontracting
- 4.3.1 The Contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the Works without consent of the Employer
- 4.4 Performance Security
- 4.4.1 Contractor shall deliver to the employer within 14 days of commencement date a performance security in a form and from third party approved by the employer
- 4.5 Safety Procedures
- 4.5.1 The Contractor shall comply with the requirements of the specification and all applicable local and national laws governing the health and safety requirements for the protection of employees and any others entering the Site.
- 4.6 Site Data
- 4.6.1 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the
- 4.7 Sufficiency of the Contract Amount
- 4.7.1 The Contractor shall be deemed to:
- a) have satisfied himself as to the correctness and sufficiency of the Contract Price, and
  - b) have based the Contract Price on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.6.
- 4.7.2 Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Work and the remedying of any defects.
- 4.8 Contractor's Equipment
- 4.8.1 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works The Contractor shall not remove from the Site any major items of Contractor's Equipment without the written consent of the Employer. Consent shall not be required for vehicles transporting Goods or Contractor's Personnel
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#### 4.9 Supply of Electricity and Water

4.9.1 The Contractor must provide on the Site, for the duration of the Works, an adequate supply of drinking and other water for the use of its staff and labour. The Contractor shall also provide power and other services required for him to undertake the Works.

#### 4.10 Progress Reports

4.10.1 Progress reports shall be prepared by the Contractor and submitted to the Employer's Representative containing the project progress information required by the Contract. The Contractor shall issue the report in the number of copies and at the intervals stated in the Scope of Works.

#### 4.11 Contractor's Personnel

4.11.1 The Contractor's Key Personnel are named in the Tender. The Contractor must not replace the Key Personnel without prior written consent of the Employer and must submit to the Employer for approval the names and particulars of the persons the Contractor proposes to replace.

4.11.2 The Contractor's Personnel must be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or in the execution of the Works, including the Contractor's Representative who in the opinion of the employer:

- a) persists in any misconduct or lack of care;
- b) carries out duties incompetently or negligently;
- c) fails to conform with any provisions of the Contract; or
- d) persists in any conduct which is prejudicial to safety, health, or protection of the environment.

4.11.3 Where this Sub-Clause 4.11.2 applies, the Contractor must then appoint a suitable replacement person for each person so removed.

4.11.4 The Employer will not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the Contractor's Personnel, unless resulting from any act or Default of the Employer.

### 5. Employers Liability

5.1 In this Contract, Employer's Liabilities mean:

- a) Force Majeure,
- b) a suspension under Sub-Clause 2.2 unless it is attributed to the Contractor's failure, act, omission or breach.

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## 6. Time for completion and Take over

### 6.1 Execution of the Works

6.1.1 The contractor shall commence the works on the commencement date and shall proceed expeditiously and without delay and shall complete the works within the Time for Completion.

### 6.2 Extension of time

6.2.1 Subject to clause **8.3** the contractor shall be entitled to an extension of Time for completion if he is or will be delayed by employers Liabilities. On receipt of the application, the Employer shall consider all the supporting details provided by the contractor and shall extend the time for completion as appropriate.

### 6.3 Late Completion

6.3.1 If the Contractor fails to complete the Works within the Time for completion, the contractor's liability to the Employer for such failure shall be to pay amount sated in the Appendix for each day for which he fails to complete the works.

### 6.4 Take-Over

6.4.1 The contractor may notify the employer when he considers that works are complete

### 6.5 Take-Over Notice

6.5.1 The employer shall notify the contractor when he considers that the contractor has completed the works stating the date accordingly. The employer shall take over the works upon the issue of this notice. The contractor shall promptly complete all the outstanding works and subject to clause 7 clear the site.

## 7. Remedying Defects

7.1 The employer may at any time prior to the expiry of the period stated in the appendix, notify the contractor of any defects or outstanding work. The contractor shall remedy at no cost to the employer any defects due to the contractors design, materials, plant or workmanship not being in accordance with the contract.

## 8. Variations and Claims

### 8.1 Right to Vary

8.1.1 The employer may instruct Variations.

### 8.2 Valuation of Variations

8.2.1 Variations shall be valued as follows

- a) At lump sum price agreed between the Parties
- b) Where appropriate at rates in the contract or
- c) In the absence of rates the rates in the Contract shall be used as the basis for valuation or failing which

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d) At appropriate new rates, as may be agreed or which the employer considers appropriate.

### 8.3 Early Warning

8.3.1 A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt Works, or which may give rise to a claim for additional payment. The contractor shall take all reasonable steps to minimize these effects. The contractors entitlement to extension of time for

Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

### 8.4 Variation and Claim Procedure.

8.4.1 The contractor shall submit to the employer an itemized makeup of the value of the variations and claims within 28 days of the Instruction or of the event giving rise to the claim. The employer shall check and if appropriate agree the value. In absence of agreement, the employer shall determine the value.

### 8.5 Adjustment for Changes in Cost

8.5.1 Unless otherwise expressly stated, the Contract Price, and the rates and prices inserted in the Bill of Quantities, will not be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works and the Contract Price and the rates and prices inserted in the Bill of Quantities, will be deemed to include amounts to cover contingency of rises and falls in the cost of labour, goods and other inputs to the Works.

## 9. Contract Price and Payment

### 9.1 Valuation of Works

9.1.1 The Employer shall pay the Contract Price in accordance with this Clause 9 and the Scope of Works annexed to the Contract. The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed unit rates and prices in the Contract.

### 9.2 Interim Payment

9.2.1 Within 28 days of delivery of each statement submitted, the Employer will pay to the Contractor the amount shown in the Contractor's statement less retention at the rate specified in the Appendix to Tender and less any amount to be deducted for Advance Payment (if any) and repayments (if any), and less any other amount for which the employer has specified its reasons for disagreement or that has become due under the Contract. The Employer is not bound by any sum considered to be due by the Contractor.

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9.2.2 The Employer may withhold interim payments until it receives the performance guarantee under Sub-Clause 4.4 (if any).

9.3 Payment of First Half of Retention

9.3.1 One half of the retention will be paid by the Employer to the Contractor within 14 days after issuing the Taking-Over Certificate.

9.4 Payment of Second Half Retention

9.4.1 The remainder of the retention will be paid by the Employer to Contractor within 28 days after issuing of the Final Completion Certificate.

9.5 Final Payment

9.5.1 Within 14 days after receiving the Final Completion Certificate, the Contractor must submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

9.5.2 Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, the Employer must specify its reasons for disagreement when making payment.

9.6 Delayed Payment

9.5.1 The Contractor is not entitled to any interest in respect of any amount in any statement submitted to the Employer which remains due and unpaid.

## **10. Default and termination**

10.1 Default by the Contractor

10.1.1 If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is in breach of the Contract, the employer may give notice referring to this Sub-Clause and stating the default.

10.1.2 If the Contractor has not taken all practicable steps to remedy the defaults with 14 days after the Contractor's receipt of the employer's notice, the Employer may by a second notice of 14 days, terminate the Contract.

10.1.3 The Employer reserves the right to terminate the Contract immediately without written notice if the Contractor is declared insolvent or is in breach of the contract

10.1.4 If the Employer serves a termination notice under this Sub-Clause 10.1, the Contractor must stop work and demobilize (except to the extent specified in the notice from the Employer).

10.2 Payment upon Termination

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10.2.1 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled.
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 10.1, the Employer shall be entitled to a sum equivalent to 10% of the value of those parts of the Works not executed at the date of the termination,

10.3 Employer's Entitlement to Terminate for Convenience

10.3.1 The Employer may in its absolute discretion terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination will take effect 28 days after the later of the dates on which the Contractor receives this notice, or the Employer returns the Bank Guarantee for performance.

## **11. Risks and Responsibility**

11.1 Contractor's Care of the Works

11.1.1 The contractor shall take full responsibility for the care of the works from the commencement date until the employer takes over the completed works.

11.2 Force Major

11.2.1 If a party is or will be prevented from performing any of its obligations by force Majeure, the party affected shall notify the other party immediately. If necessary the contractor shall suspend the execution of works and to the extend agreed with the employer demobilize the contractors equipment

If the event continues for period of 84 days either party may give notice of termination which shall take effect 28 days after giving the notice.

## **12. Insurance**

12.1 The contractor shall, prior to commencing the works effect and thereafter maintain insurances for the Works, Materials, Plants and contractor's equipment and Manpower including third parties.

## **13. Resolution of Disputes**

13.1 Resolutions of Disputes

13.1.1 Disputes shall be settled amicably

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## SECTION V

# SCOPE OF WORKS

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## Scope of Works

The scope of the Works under for three lots (lot 1, Lot 2, and lot 3) under this ITB consists of but not limited to following activates

### The works

- Site clearance and disposal of resulting spoil material to approved locations.
- Latrine pit excavations to required dimensions and disposal of the excavated materials to approved locations.
- Place/ Cast of 100 mm thick to the bottom of the pit.
- Latrine pit lining with 200 mm thick wall including plastering of the wall and finishing the wall surface with cement screed.
- Placing/casting reinforced concrete ground beam and reinforced concrete slab cover to the pit.
- Construction of the supper structure including all finishes and installations to the required details as indicated in the drawings and as per the specifications.
- Construction of aprons around the structure.
- Making provisions for disable as indicated in the drawings and as shall be instructed.
- Cleaning and tidying up of the site after completion of the works

### Reporting and documentation.

- Preparations and maintenance of daily photographic record of activities, issues of interest and progress
- Supply and maintenance of site diary throughout the duration of the project
- Bi- weekly, monthly and adhoc reports as may be instructed by the employer.

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### 1.3.7 **Faulty Concrete**

Any concrete which fails to comply with these Preambles, or which shows signs of setting before it is placed shall be taken out and removed from the site. Where concrete is found to be defective after it has set, the concrete shall be cut out and replaced in accordance with the employer's representative's instructions. On no account shall any faulty honeycombed, or otherwise defective concrete be repaired or patched until the Employer's Representative has made an inspection and issued instructions for the repair. The whole of the cost whatsoever, which may be occasioned by the need to remove faulty concrete shall be borne by the Contractor.

### 1.3.8 **Reinforcement**

All reinforcement shall be free from loose mill scale or rust, grease paint or other substances likely to reduce the bond between the steel and concrete.

### 1.3.9 **Fabric Reinforcement**

To be electrically cross-welded steel wire mesh reinforcement to BS 4483(1969) and of the size and weight specified.

## 1.4 **MASONRY**

### 1.4.1 **Masonry Units**

Masonry units shall be as indicated in the drawings and as follow:

- Burnt clay bricks
- Concrete solid blocks

### 1.4.2 **Mortar and Bonding**

Bonding mortar of 1:4 (cement: sand) ratio shall be used immediately after mixing, and mixed mortar left for more than one hour shall be rejected. Vertical and horizontal joints shall be filled completely. The spacing between the blocks in the wall is to be 10mm and raked to receive plaster.

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## **1.5 CARPENTRY AND JOINERY**

### **1.5.1 Generally**

All woodwork shall be carried out in accordance with the drawings and the principals of first class joinery construction. Unless specifically stated otherwise sizes shown on drawings are finished sizes and the Contractor must allow for wood faces.

### **1.5.2 Qualities of Timber**

All timber for permanent work in the building shall before use be approved by the employer's representative for quality in accordance with the foregoing specification. Any timber not so approved by the employer's representative shall be removed from the site forthwith. All timber is to be protected from the weather and stored in such a way as to prevent attack by decay, fungi, termites or other insects.

### **1.5.3 Defective Work**

All work judged to be defective must be removed and replaced as directed by the employer's representative.

## **1.6 METALWORK**

### **1.6.1 Generally**

All material shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner. The materials in all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action.

### **1.6.2 Metal Works (Doors and Windows)**

All work shall be carried out strictly as indicated in the drawings, BOQ and approved by Employers Representative. Metal work to be painted shall be scaled clean and thoroughly wire brushed. All steel works shall be primed with a red lead primer (red oxide) before applying the final coat of oil paint using approved brand and color.

a) Manufacturing of doors, window, and windows grills shall be constructed with 2 mm steel plate thickness. Before manufacturing the doors, the Contractor shall control and verify the exact measurements on site

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## 1.7 FINISHINGS

### 1.7.1 Other specifications

All other specifications of this contract where applicable are deemed to apply equally to the finishing's specifications.

### 1.7.2 Finished thicknesses

The thicknesses of floors shall have a constant structural thickness and have level top surfaces. The finished floor surface will equally have a constant level and any adjustment needed to achieve this effect with the varying floor finish materials is to be made in the screeds beneath the same.

Slabs bearing on the ground may be cast to varying levels, and be of constant thickness with varying formation levels, or have varying thicknesses at the option of the Contractor. This stipulation in no way relieves the Contractor of the requirements of the specification for structural work.

### 1.7.3 Plaster

<b>Item of Work</b>	<b>Mix</b>
Internal plaster	1 part cement 4 parts sand
External Render	1 part cement 4 parts sand

#### **Curing of plaster**

Each coat of plaster is to be maintained in a moist condition for at least three days after it has developed enough strength not to be damaged by water.

#### **Cement and sand screeds**

Screeds shall be mixed and formed as described.

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## **1.8 PAINTING**

### **Materials**

#### **1.8.1 Manufacturers**

Except where stated all materials shall be obtained from approved manufacturer. The Contractor shall state the name and address of the manufacturer whose materials be proposed to use. Once approval has been given the Contractor shall not obtain materials from other sources without the prior written agreement of the Employer.

#### **1.8.2 General**

Each succeeding coat of priming, undercoating and finishing (pigment) of clear coating shall be sufficiently differently different in colour as to be readily distinguishable.

All primers and paints in one system upon a particular surface shall be obtained from the same manufacturer.

The mixing of paints etc, of different brands before or during application will not be permitted.

#### **1.8.3 Emulsion paints**

Emulsion paints shall be matt or satin finish vinyl emulsion paint.

The first (mist) coat shall be thinned in accordance with the manufacturer's instructions.

#### **1.8.4 Gloss paint**

Gloss paint shall be hard gloss finish oil paint.

#### **1.8.5 Primers and undercoats**

Unless otherwise specified, primers and undercoats shall be of the type recommended by the manufacturer of the finishing coats specified for a particular surface. Primer for external bare metal work surfaces shall comply with BS 2523.

#### **1.8.6 White spirit**

The white shall comply with BS 245

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**1.8.7 Inspection**

No priming coats shall be applied until the surfaces have been inspected and preparatory work has been approved by the employer's representative. No undercoats or finishing coats shall be applied until the previous coat has been similarly inspected and approved.

**1.8.8 Paint application**

Each coat of paint shall be so applied as to produce a film of uniform thickness. All paint shall be applied in accordance with the manufacturer's instructions. Special attention shall be given to ensure that all surfaces including edges, corners, crevices, welds and rivets receive a film thickness equivalent to that of adjacent painted surfaces.

**1.8.9 Colours**

The colours will be selected by the employer's representative from the paint manufacturer's standard colour range.

**1.8.10 Protection**

Proper care must be taken to protect surfaces while still wet by using of screens and 'wet paint' signs where necessary.

**1.8.11 Damage**

Care must be taken when preparing surfaces, or painting etc. not to stain or damage other work. Dust sheets and covers to the satisfaction of the Architect shall be used to protect adjacent work. Any such stains or damage shall be removed and made good at the Contractor's expense.

**Roofing sheets**

Roofing sheets shall be G 28 pre-painted sheets. Colour shall be selected by the employer's representative

**Vent pipe**

The vent pipes shall 100 mm dia pipes including the cape.

**Cleaning and handing over**

The site shall be cleared of any debris arising from the works and disposed of in an area approved by the local authority. All completed structure shall be washed clean before handing over.

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**SECTION VII**  
**TECHNICAL SPECIFICATIONS**

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## **1.1 MATERIALS GENERALLY**

All materials used on the works shall be new and of the qualities and kinds specified herein and equal to the approved samples. Materials and methodology for the execution of the works shall be submitted to for to the Employers Representative for relevant approval, before commencement of the works. Non approved material incorporated in the works, will make the executed works null and void to all fields and shall be removed and replaced with the approved ones at the contractor's expense and care, in this case the contractor will not be eligible for extension of time.

### **1.1.1 Samples**

The Contractor shall furnish for approval with reasonable promptness all samples of materials and workmanship required by the employer. The employer shall check and approve such samples for conformance with the design concept of the works and for compliance with the information given in the Contractor Documents.

## **1.2 EXCAVATIONS AND EARTHWORK**

### **1.2.1 Inspection of site**

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

### **1.2.2 Existing trees and shrubs**

No shrubs trees plants shall be removed except as directed by the employers representative. Contractor shall be held responsible for any damage caused by the building operations to those shrubs trees etc. not so directed to be removed.

### **1.2.3 Site Clearance**

All vegetation matter must be removed or burned on site at the commencement of the contract over areas as directed by the employer's representative.

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#### 1.2.4 **Excavation**

If the Contractor excavates to any widths or depths greater than those shown on the Drawings or as instructed by the employer's representative, the contractor shall at his own expense fill in such widths or depths of excavation beyond that instructed or shown with concrete to the satisfaction of the employer's representative.

#### 1.2.5 **Materials found in the excavations**

No sand, aggregate or other materials found in the excavations is to be used in the works without the written permission of the employer's representative.

#### 1.2.6 **Rates for Excavations**

The rates for excavation including excavation in hard ground, must include for trimming, levelling, preparing bottoms and all faces to receive concrete, any extra excavation required for planking and strutting and disposal of excavated material.

Prices shall include for excavating in any material encountered unless specifically otherwise described.

### 1.3 **CONCRETE WORK**

#### 1.3.1 **Generally**

All workmanship, materials, tests and performance in connection with the reinforced concrete work are to be in conformity with the British Standard Code of Practice (BS 8110; 1985, incorporating the latest amendments thereto), for "the Structural use of Reinforced Concrete in Buildings" and in accordance with local by-laws.

#### 1.3.2 **Cement**

Cement unless otherwise specified, shall be Portland Cement of a brand approved by the Employers Representative and shall comply with the requirements of BS 12 with the exceptions that it may contain reactive volcanic ash (of not more than 10% of the total weight) and the quantity of insoluble residue permitted in BS 12 may be exceeded.

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### 1.3.3 **Aggregates**

Aggregates shall conform to the requirements of BS 582 and the sources and types of all aggregates are to be approved in all respects by the Engineer before work commences.

Coarse aggregate shall be good, hard, clean, and free from dust decomposed stone, clay earthy matter, foreign substances or friable thin elongated or lamed pieces. It shall be graded with the limits of Aggregate shall be delivered to the site in their prescribed sizes or grading.

### 1.3.4 **Water**

The water used for mixing concrete shall be from an approved source, clean, fresh and free from harmful matter, and comply with the requirements of BS 3148.

### **Concrete Mix proportion and strength.**

- Mix ratio for reinforced concrete shall be in the proportion 1:2:4 (cement: sand: aggregate).
- Water – cement ratio for concrete shall be 0.4% to 0.45%.
- Reinforced concrete shall have minimum 28 day strength of 20 N/mm<sup>2</sup>.
- The required slump of the concrete shall be 100mm ±20mm.
- Mix ratio for mass concrete reinforced concrete shall be in the proportion 1:3:6 (cement: sand: aggregate).
- 20mm aggregate to be used for both Mix proportions.

### 1.3.5 **Compaction**

At all times during which concrete is being placed the Contractor shall provide adequate trained and experienced labour to ensure that the concrete is compacted in the forms to the satisfaction of the Engineer.

### 1.3.6 **Curing and Protection**

Care must be taken that no concrete is allowed to become prematurely dry, and the fresh concrete must be carefully protected within two hours of placing from rain, sun and wind by means of hessian sacking, polythene sheeting, or other approved means. This protective layer and the concrete itself must be kept continuously wet for days after the concrete has been placed.

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**SECTION X**  
**SAMPLE FORMS**  
**PERFORMANCE GUARANTEE**

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**SECTION VI**  
**BILLS OF QUANTITY**  
(Separate attachments)

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