

Malteser Hilfsdienst e. V., Malteser International, Erna-Scheffler-Str. 2, 51103 Cologne, Germany

**Specification of Bidding (SOB)\_2<sup>nd</sup> round**  
**SOB\_WAU\_2021\_0303\_2<sup>nd</sup> round**

For excavation, construction and rehabilitation of emergency latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round.

**Section I**

Construction of pit latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round.

This is the SOB for the above mentioned construction. Please find enclosed the following documents, which constitute the tender dossier:

Section I	SOB
Section II	Instructions to Bidders
Section III	Appendix to Tender.
Section IV	Particular conditions
Section V	Scope of Works
Section VI	Bills of Quantities
Section VII	Technical Specifications

We look forward to receiving your tenders on **29 November 2021 at or before 4:00pm** via E-mail to: [mb.procurement-juba@malteser-international.org](mailto:mb.procurement-juba@malteser-international.org) or in a sealed envelope to Malteser International Wau Office West Residential Area, Next to CARE International Office in Hai Daraja in Wau from Monday to Friday from 9:00am to 4:00pm

Please write in the Subject line of your email with tender: **“ITT\_WAU\_2021\_0303 for construction of pit latrines in Wau\_2<sup>nd</sup> round”**.

Thank you for your cooperation.

Yours faithfully,



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Malteser International Europe/Malteser Hilfsdienst e. V., County Court Cologne, VR 4726  
Executive Board: Karl Prinz zu Löwenstein, Dr. Elmar Pankau,  
Douglas Graf Saurma-Jeltsch, Verena Hölken

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## SECTION II Instructions to Bidders

### Introduction

Malteser International (MI) is preparing to commence excavation, construction and rehabilitation of emergency latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round. MI is herein seeking qualified companies to undertake the Contract Agreement for construction of pit latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round.

This document provides the instructions to bidders and forms part the Tender documents for construction of pit latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round.

<b><i>The COB identification reference is COB_WAU_2021_030 3 2<sup>nd</sup> round</i></b>	The works include: Excavation, construction and rehabilitation of emergency latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal_2 <sup>nd</sup> round
<b><i>Contact for correspondence, notifications and requests for clarifications</i></b>	All correspondence, notifications and requests for clarification in relation to this SOB shall be sent to: <a href="mailto:nermin.silajdzic@malteser-international.org">nermin.silajdzic@malteser-international.org</a>
<b><i>Bidder Eligibility</i></b>	MI will only contract a single legal entity.
<b><i>Clarifications</i></b>	Requests for clarification from bidders will not be accepted any later than <b>5 days</b> before the Deadline for Submission of Tenders.
<b><i>Site Inspection</i></b>	Before submitting the Tender, the Bidder advised to complete a visit to the project sites to familiarize itself with the condition of the site. MI will not provide support for visits to the project sites. Failure to visit the site shall be deemed a Bidder's risk and shall not be accepted by MI, at any time, as a reason for failure to meet the requirements of the Contract Agreement. In submitting a tender, it is assumed that the Bidder has visited the site.
<b><i>Tender validity period</i></b>	Tenders shall remain valid for acceptance by the employer for two months, from 29 November 2021 from the deadline for submission of tenders.
<b><i>Tender Currency</i></b>	Prices shall be quoted in United States Dollars (USD).
<b><i>Duties and Taxes</i></b>	The Bidder shall price his tender including all duties, taxes, levies and other charges in force in the South Sudan.
<b><i>Language of tenders</i></b>	All tenders, information, documents and correspondence exchanged between MI and the bidders in relation to this tender shall be in English



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<b><i>Tender Submissions</i></b>	We look forward to receiving your tenders on <b><u>29 November 2021 at or before 4:00pm</u></b> via E-mail to: <a href="mailto:mb.procurement-juba@malteser-international.org">mb.procurement-juba@malteser-international.org</a> or in a sealed envelope to Malteser International Wau Office West Residential Area, Next to CARE International Office in Hai Daraja in Wau from Monday to Friday from 9:00am to 4:00pm
<b><i>Deadline for Submission of</i></b>	All Tender must be submitted by <b><u>29 November 2021 at or before: 4:00 pm</u></b>
<b><i>Tender Opening</i></b>	Tenders will be opened by MI Evaluation Committee.

## **SOB Documents**

The SOB documents consist of:

Section I	RFQ
Section II	Instructions to Bidders
Section III	Appendix to Tender.
Section IV	Particular conditions
Section V	Scope of Works
Section VI	Bills of Quantities
Section VII	Technical Specifications

## **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 tender. It shall be utilised to assess the Bidders understanding of the project and logical progression of works to facilitate phased renovation in an effective, efficient and safe manner. The method statement shall at a minimum:
  - i. Work schedule indicating measurable duration,
  - ii. proposed staff details and CVs of Construction manager and Site Engineer,
  - iii. projected build-up of labor on site both local and foreign for each phase,
  - iv. projected build-up of machinery on site for each phase,
  - v. demonstrate where materials shall be sourced and where materials shall be disposed of,
  - vi. demonstrate how the works will be progressed in a safe manner.

The preliminary works schedule 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 RFQ including but not limited to:
  - i. Signed Client references from previous projects,
- c. Any other documents as required by this RFQ 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

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2017/2018, Copy of Income Tax Clearance Certificate-FY 2018 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,

### ***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 and/or prices stated, these shall be brought to the attention of the Contracting Party not later than three days before the deadline.

The original and all copies of the tender 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 tender shall be initialled by the person or persons signing the tender.

### **Tender Opening and Evaluation**

The Evaluation Committee will open the tenders. MI will record the tender opening strictly in accordance with MI procedure.

The Bidders will not be invited to the tender opening.

### ***Non-Compliant Tenders***

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

### **Evaluation and Award**

#### ***Evaluation Method***

Tenders shall be evaluated according to the following procedure:

Firstly, tenders shall be evaluated for technical compliance based on:

- Technical expertise and implementation methodology,



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- Previous experience in similar project and
- Resources and key personnel.

Secondly, tenders 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 tender 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 RFQ and in accordance with the following weighting:

Title	Maximum Points
1. Technical Proposal	80
2. Financial proposal	20
<b>Total maximum points to be attributed</b>	<b>100</b>

- The set criteria shall be used to determine the most economically advantageous tender for contract award,
- The Bidder's initial proposal should contain the tender's best terms from a cost or price and technical standpoint,
- If tenders are determined to be equivalent based on the technical criteria, price will then become the deciding criterion for award,
- Bidders are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher-priced proposal affords MI a greater overall benefit,
- The MI will favourably evaluate a schedule, which shows earlier completion than the MI's required time frame. The Bidder's innovative approaches to accomplish early completion are encouraged.

### Clarification of Tenders

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

### Award of Contract Agreement

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

- The notification of award will be informed to the successful Bidders,
- The Contract Agreement will comprise the entire agreements between the MI and the successful Bidder. It will be signed by the MI and sent to the successful Bidder. Within 2 days of receipt, the successful Bidder will sign the Contract Agreement and deliver it to the MI.

### Checklists of Documents to be returned

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

Technical Proposal Check List		
Contractor Name: .....		
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No.	List of documents to be submitted	Mark X if attached



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1	A completed copy of this Checklist	
2	Sign/initial every page of SOB (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 with submitted USD bank statement for three months and Average turnover for the past 23 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 Schedule	
	j) Quality Control Plan	
	k) Preliminary Health and Safety Plan	

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

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

<b>Financial Proposal Checklist</b>		
<b>Contractor Name:</b> .....		
<b>SOB_WAU_2021_0303_2<sup>nd</sup> round</b>		
	<b>List of documents to be submitted</b>	<b>Mark X if attached</b>
1	A completed copy of this Checklist	
2	Letter of Tender	
3	Completed Bill of Quantities (With every page initialed)	

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

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



**SECTION III  
APPENDIX TO TENDER**

Item	Data
Documents forming the Contract Agreement listed in the order of priority	a) The Contract Agreement, b) Particular Conditions, c) General conditions, d) Scope of Works, e) Bill of Quantities g) Letter of Tender and the RFQ
Contracting Party	MI
Governing Law	Law of the Country – Republic of South Sudan
Language	English
Provision of Site	On the Commencement Date
Name and Address of MI's Representative	To be notified in writing by the Authorised Person
Contractor's Representative	To be notified in writing by the Contractor
Time for Completion	Construction and rehabilitation of emergency latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal shall be completed in one month
Delay Damages	0.10% of Contract Price per day up to a maximum of 10%
Defects liability period	Six months calculated from the date stated in the notice under Sub-Clause 6.5
Percentage of retention	10% of the payment for six months
Currency	US Dollars

**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 Malteser International,
- 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,

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

#### 1.4 Malteser International'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 Malteser International 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 Malteser International**

#### 2.1 Provision of Site,

2.1.1 The Malteser International shall provide the site,

#### 2.2 Malteser International instructions,

2.2.1 The contractor shall comply with all instructions given by the Malteser International 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 Malteser International or the Malteser International's representative shall affect the Contractors obligation.

### **3. Engineer / Malteser International's Representative**

3.1 The Malteser International 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

4.2.1 Contractor shall submit to the Malteser International 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 Malteser International,

#### 4.4 Performance Security



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4.4.1 Contractor shall deliver to the Malteser International 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 tender,

#### 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 Malteser International. Consent shall not be required for vehicles transporting Goods or Contractor's Personnel

#### 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 labor. 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 Malteser International'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 Malteser International and must submit to the Malteser International 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 Malteser International 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 Malteser International,

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,

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- 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 Malteser International 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 Malteser International.

## **5. Malteser International Liability**

5.1 In this Contract, Malteser International'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.

## **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 Malteser International 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 Malteser International 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 Malteser International shall notify the contractor when he considers that the contractor has completed the works stating the date accordingly. The Malteser International 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 Malteser International 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 Malteser International may instruct Variations.

8.2 Valuation of Variations

8.2.1 Variations shall be valued as follows



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- 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,
- 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 contractor's 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 Malteser International 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 Malteser International shall check and if appropriate agree the value. In absence of agreement, the Malteser International 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 labor, goods and other inputs to the Works.

## 9. Contract Price and Payment

### 9.1 Valuation of Works

9.1.1 The Malteser International 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 Malteser International 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 Malteser International is not bound by any sum considered to be due by the Contractor.

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

### 9.3 Payment of Retention

9.3.1 The retention will be paid by the Malteser International to the Contractor within 14 days after six month of completion of the work.

### 9.5 Payment

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

### 9.6 Delayed Payment

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9.5.1 The Contractor is not entitled to any interest in respect of any amount in any statement submitted to the Malteser International 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 Malteser International or fails to proceed expeditiously and without delay, or is in breach of the Contract, the Malteser International 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 Malteser International's notice, the Malteser International may by a second notice of 14 days, terminate the Contract.

10.1.3 The Malteser International 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 Malteser International 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 Malteser International).

### **10.2 Payment upon Termination**

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 Malteser International is entitled,
- c) if the Malteser International has terminated under Sub-Clause 10.1, the Malteser International 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 Malteser International's Entitlement to Terminate for Convenience**

10.3.1 The Malteser International may in its absolute discretion terminate the Contract, at any time for the Malteser International'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 Malteser International 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 extent agreed with the employer demobilize the contractor's 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.



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### 13. Resolution of Disputes

#### 13.1 Resolutions of Disputes

13.1.1 Disputes shall be settled amicably

## SECTION V SCOPE OF WORKS

The scope of the Works under this SOB consists of but not limited to following activities

#### The works

- Site clearance and disposal of resulting spoil material to approved locations.
- Excavation of 8 communal latrine pits to required dimensions and disposal of the excavated materials to approved locations.
- Construction of the substructure and superstructure including all finishes and installations to the required details as indicated in the drawings and as per the specifications.
- Making provisions for disabled as indicated in the drawings and as shall be instructed.
- Cleaning and tidying up of the site after completion of the works
- Ensuring all the sample of materials needed for the construction works are approved by MI site Engineer and the approval sample always been kept at the site.
- Backfilling of collapsed trench latrines existing (16 block latrines) to ensure safety of the community
- Rehabilitation of 2 existing block latrines (substructure and superstructure)

#### 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.
- Ensuring site meeting minutes' is documented and kept at the site
- Ensuring materials and visitors check list always available at the site

## SECTION VI BILLS OF QUANTITY

BOQ for construction of pit latrines in Masna Collection Centre in Wau in Western Bahr el Ghazal\_2<sup>nd</sup> round

#### Construction of emergency semi –permanent communal latrine

**Dimensions 10.4m Long X 1.7m Wide 2.3m High**

**Location: Masna Collection Centre - Wau**

No	Item Description	Unit	Qty	Unit Cost (USD)	Total Cost (USD)
A	Sub structure				



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A.1	Clear, remove top soil to a depth of <b>100mm</b> and <b>1000mm</b> wide all round including any other debris around the pit	CM	0.1		
A.2	Excavate 500mm deep Circular holes uniformly of 150mm OD, <b>spacing of 1.30m along the LENGTH</b> and <b>1.70m along the WIDTH</b>	CM	0.3181		
A.3	Provide, cut and install circular hardwood poles of 100mm OD and 3m long for the superstructure	No	18		
A.4	Provide uniformly sized square hardwood timber for slabs with dimensions of <b>100mm X 100mm</b> (4" X 4") of <b>4000mm</b> length	CM	16		
A.5	Cut to size, install the hardwood timber spacing them at <b>200mm</b> supporting slab ( <b>Malteser International will be providing the slabs</b> ) along the length of the latrine	LS	1		
A.6	Install firmly and uniformly the provided plastic slab ( 140cm X 120cm), ensuring correct and equal dimensioning as per the design	LS	1		
<b>Subtotal 1</b>					
<b>B Superstructure</b>					
<b>Walling and roofing structures</b>					
B.1	Provide, cut to size and install <b>4" X 2" hard wood timber</b> (100mm X 50mm) running horizontally at spacing heights of <b>1000mm</b> and <b>2000mm</b> from Ground level all round excluding the front .	LM	28		
B.2	Provide, cut to size and install <b>4" X 2" hard wood timber</b> (100mm X 50mm) for <b>roofing structure</b>	LM	36		
B.3	Provide and install 100mm OD PVC vent pipes for the latrine	No.	4		
B.4	Provide , cut to size and install 28mm Gauge Galvanized Iron (GGI of 3m long X 0.9m Wide) for <b>roofing structure</b>	No.	8		





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B.5	Provide, supply, cut, bend and construct insitu reinforced concrete materials using coarse sand, screed graded and washed aggregate for flooring ( <b>170cm long X 130cm wide</b> ) as per design including shuttering, steel reinforcement, compacting, curing, with a thickness of 200mm with a concrete mix of 1:3:6 including BRC wire mesh ref A66 (no allowance made of the laps). - <b>Only for the physically challenged door latrine per block</b>	CM	0.442		
B.6	Construct latrine slab (500mm long X 500mm Wide X 200mm High) with pit hole as designed rectangular 200mm thickness all round burnt brick masonry walling and plastering. [ <b>Only for the physically challenged door latrine per block</b> ]	LM	0.25		
B.7	Provide , cut to size and install <b>5.0 m long X 2.0m high Bamboo fencing ( shegania)</b> all round the structure, including partitioning walls, nailing firmly to the over the <b>plastic tarpaulin sheet walling (provided by Malteser International)</b>	No.	6		
B.8	Provide, supply and install GI sheet-made fabricated frames, door with door hinges and locks (interior & exterior) of dimensions <b>2000mm X 900mm</b> including door framework	No.	8		
B.9	Excavate 500mm deep Circular holes uniformly of 150mm OD, <b>spacing of 1.50m along the Length for Curtain walling</b>	CM	0.2121		
B.10	Provide, cut and install circular hardwood poles of 100mm OD and 3m long for the <b>curtain walling</b>	No.	12		
B.11	Provide , cut to size and install <b>5.0m Long x 2.0m high bamboo fencing (shegania)</b> for the <b>curtain walling</b> , nailing firmly to the over the <b>plastic tarpaulin sheet walling (provided by Malteser International)</b>	No.	3		
B.12	Provide and supply assorted hardwood nails of 5", 4" , 3" 2" and roofing nails for walling and roofing	Kg	10		
B.13	Cast, with mix of clay soil and cement round the latrine slabs ,backfill and level around the plastic slabs	LS	1		
<b>Subtotal 2</b>					

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	<b>Total Cost (Labor + material) per block</b>	
	<b>Total cost for 8 blocks</b>	

**Rehabilitation of emergency semi -permanent communal latrine**  
**Dimensions 6.0 m Long X 1.2m Wide X 2.3m High**  
**Location: Maska Collection Centre - Wau**

No	Item Description	Unit	Qty	Unit Cost (USD)	Total Cost (USD)
<b>A</b>	<b>Sub structure</b>				
A.1	Excavate 500mm deep Circular holes uniformly of 150mm OD, <b>spacing of 1.20m along the LENGTH and 1.20m along the WIDTH</b>	CM	0.10604		
A.2	Provide, cut and install circular hardwood poles of 100mm OD and 3m long for the superstructure	No	12		
A.3	Provide uniformly sized square hardwood timber for slabs with dimensions of <b>100mm X 100mm (4" X 4")</b> of <b>4000mm</b> length	CM	10		
A.4	Cut to size, install the hardwood timber spacing them at <b>200mm</b> supporting slab ( <b>Malteser International will be providing the slabs</b> ) along the length of the latrine	LS	1		
A.5	Install firmly and uniformly the provided plastic slab (140cm X 120cm), ensuring correct and equal dimensioning as per the design	LS	1		
	<b>Subtotal 1</b>				
<b>B</b>	<b>Superstructure</b>				
	<b>Walling and roofing structures</b>				
B.1	Provide, cut to size and install <b>4" X 2" hard wood timber (100mm X 50mm)</b> running horizontally at spacing heights of <b>1000mm</b> and <b>2000mm</b> from Ground level all round excluding the front .	LM	20		
B.2	Provide, cut to size and install <b>4" X 2" hard wood timber (100mm X 50mm)</b> for <b>roofing structure</b>	LM	22		





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B.4	Provide , cut to size and install 28mm Gauge Galvanized Iron (GGI of 3m long X 0.9m Wide) for <b>roofing structure</b>	No.	5		
B.5	Provide, supply and construct insitu reinforced concrete materials using coarse sand, screed graded and washed aggregate for flooring ( <b>120cm long X 140cm wide</b> ) as per design including shuttering, steel reinforcement, compacting, curing, with a thickness of 200mm with a concrete mix of 1:3:6 including BRC wire mesh ref A66 (no allowance made of the laps). - <b>Only for the physically challenged door latrine per block</b>	CM	0.336		
B.6	Provide , cut to size and install <b>5.0 m long X 2.0m high Bamboo fencing ( shegania)</b> all round the structure, including partitioning walls, nailing firmly to the over the <b>plastic tarpaulin</b> sheet walling ( <b>provided by Malteser International</b> )	No.	3		
B.7	Provide, supply and install GI sheet-made fabricated frames, door with door hinges and locks (interior & exterior) of dimensions <b>2000mm X 900mm</b> including door framework	No.	5		
B.8	Excavate 500mm deep Circular holes uniformly of 150mm OD, <b>spacing of 1.50m along the Length</b> for <b>Curtain walling</b>	CM	0.05302		
B.9	Provide, cut and install circular hardwood poles of 100mm OD and 3m long for the <b>curtain walling</b>	No.	6		
B.10	Provide , cut to size and install <b>5.0m Long x 2.0m high bamboo fencing ( shegania)</b> for the <b>curtain walling</b> , nailing firmly to the over the <b>plastic tarpaulin</b> sheet walling ( <b>provided by Malteser International</b> )	No.	2		
B.11	Provide and supply assorted hardwood nails of 5" , 4" , 3" 2" and roofing nails for walling and roofing	Kg	7		
B.12	Cast, with mix of clay soil and cement round the latrine slabs ,backfill and level around the plastic slabs	LS	1		

	<b>Sub total 2</b>	
	<b>Total Cost (Labor + material) per block</b>	
	<b>Total cost for 2 blocks</b>	

## SECTION VII

### TECHNICAL SPECEIFICATIONS

#### **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 employer's 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.

##### **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.

### 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 labor to ensure that the concrete is compacted in the forms to the satisfaction of the Engineer.

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### **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.

### **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.

## **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.



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**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 FINISHINGS**

**1.6.1 Other specifications**

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

**1.6.2 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.

**1.6.3 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.

**Roofing sheets**

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

**Vent pipe**

The vent pipes shall 100 mm dia pipes of UPVC 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.

Yours faithfully,



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