

**Bidding Document for
Procurement of Small Works**

**Procurement of
Infrastructure Development projects**

ICB No: MOF/SFF/WORKS/2017/002

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

Employer: Ministry of Finance, FGS

Country: Somalia

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Standard Bidding Document

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

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

Practices of Conduct.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the UN to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the UN.

4. Eligible Bidders

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

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) or any of its affiliates participated as a consultant in the

- preparation of the design or technical specifications of the works that are the subject of the bid; or
- (g) or any of its affiliates has been hired (or is proposed to be hired) by the MOF for the Contract implementation;
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.2 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - (i) has a close business or family relationship with a professional staff of the MOF (or of the project implementing agency, or of a recipient of a part of the funds) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the UN throughout the procurement process and execution of the contract.
- 4.3 . A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the UN, including in accordance with the UN's Fraud Policy shall be ineligible to be awarded a UN-financed contract or benefit from a UN-financed contract, financially or otherwise, during such period of time as the UN shall have determined.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the UN's satisfaction, through all relevant documents, including its Charter and other information the UN may request, that it: (i) is a legal entity separate from the

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

- 4.6 A Bidder shall not be under suspension from bidding by the MOF as the result of the operation of a Bid–Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated (a) as a matter of law or official regulations, the MOF’s country prohibits commercial relations with that country, provided that the UN is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the MOF’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the MOF, as the MOF shall reasonably request.

5. Eligible Materials, Equipment and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and3, which include all the Sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI – Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract (GCC)

Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the MOF is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs

of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the MOF to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the MoF not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The MOF shall also promptly publish the addendum on the MOF's web page in accordance with ITB 7.2.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 11.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 12.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (g) Technical Proposal in accordance with ITB 16; and
 - (h) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 6.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid,

together with a copy of the proposed Agreement.

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

12. Letter of Bid and Schedules

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 12.02. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

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

13.3 Except as provided under ITB 7.3 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

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

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will

not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 14.21, shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 14.2.
- 14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date thirty (30) days prior to the deadline for submission of bids, shall be included in the rates and prices¹ and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
- 15.2 Bidders may be required by the MOF to justify, to the its satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency

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

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

requirements shall be provided by Bidders.

**16. Documents
Comprising the
Technical
Proposal**

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

**17. Documents
Establishing the
Qualifications of
the Bidder**

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

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

**18. Period of
Validity of Bids**

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

- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the MOF may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

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

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

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

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

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

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

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

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

(i) sign the Contract in accordance with the template provided; or

(ii) furnish a performance security, as mentioned above.

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

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

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

(b) if the successful Bidder fails to: sign the Contract; or furnish a performance security;

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

20. Format and Signing of Bid

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

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the MOF as **provided in the BDS** pursuant to ITB 22.2;
 - (c) bear the specific identification of this bidding process specified in accordance with BDS 1.2; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the MOF will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

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

- 22.2 The MOF may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of the MOF and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The MOF shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the MOF after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 12.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the MOF prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
- 25.1 The MOF shall publicly open and read out in accordance with ITB 14.2 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 13.1, shall be **as specified in the BDS**.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at

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

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

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

E. Evaluation and Comparison of Bids

26. Confidentiality

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

- 26.2 Any attempt by a Bidder to influence the MOF in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 From the time of bid opening to the time of Contract award, if a Bidder wishes to contact the MOF on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the MOF may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the MOF shall not be considered. The MOF's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the MOF in the evaluation of the bids.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the MOF's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The MOF's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
- 33. Margin of Preference** 33.1 **Unless otherwise specified in the BDS**, a margin of preference for domestic bidders³ shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated in the BDS, the MOF does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the MOF.
- 34.2 The MOF may permit subcontracting for certain specialized works as indicated in Section III. When subcontracting is permitted by the MOF, the specialized sub-contractor's experience shall be considered for evaluation. Section III describes the qualification criteria for sub-contractors.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**.
- 35. Evaluation of Bids** 35.1 The MOF shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a bid, the MOF shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision,

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

if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Day work⁵ items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors;
- (c) price adjustment due to discounts offered;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 15.1;
- (e) price adjustment for nonconformities;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

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

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

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

36. Comparison of Bids

36.1 The MOF shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated

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

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

bid.

37. Qualification of the Bidder

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

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the MOF shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. MOF's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The MOF reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

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

40. Notification of Award

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

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons

for their rejection; and

- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

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

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

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	<p>The number of the Invitation for Bids is : Unlimited</p> <p>The Employer is: <i>Ministry of Finance, FGS</i></p>
ITB 1.2	<p>The name of the bidding process is: <i>Infrastructure Development projects</i></p> <p>The identification number of the bidding process is: MOF/SFF/WORKS/2017/002</p> <p>The number and identification of lots comprising this bidding process is: Fixing of solar street lights at 3 main roads in Mogadishu, Banadir Region</p> <p>The proportion of the Lot that a Bidder may bid for is: 100% .</p>
ITB 2.1	The fund recipient is: <i>Ministry of Finance, FGS</i>
ITB 2.2	The name of the Project is: Pilot Project to Strengthen Service Delivery Through Federal Government Systems in the Federal Member States And Interim Regional Administrations implemented through <i>Special Financing Facility for Local Development (SFF-LD) of the Ministry of Finance</i>
ITB 2.3	Funding source is the UN MPTF Peace Building Fund.
ITB 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be: Three.</p> <p>Bidders are free to voluntarily bid independently or in joint venture with any domestics or foreign firms</p>
ITB 3.2	<p>A list of debarred firms and individuals is available on the World Bank's and United Nations external website respectively: http://www.worldbank.org/debarr and</p>

B. Bidding Documents

ITB 4.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Ref No : MOF/SFF/WORKS/2017/002 Address : Special Financing Facility for Local Development (SFF-LD) Ministry of Finance, FGS Villa Somalia Mogadishu, Federal Government of Somalia</p> <p>E-mail: mofsffpiu@gmail.com</p> <p>Requests for clarification should be received by the MOF no later than: ten (10) working days prior to the deadline for submission of Bids i.e. Saturday to Thursday.</p>
ITB 4.2	<p>Web page: www.mof.gov.so</p>
ITB 4.3	<p>A Pre-Bid meeting shall take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: [insert date, time & place below, if applicable]</p> <p>Location: Special Financing Facility for Local Development (SFF-LD) Ministry of Finance, FGS</p> <p>Room: Board Room Date: Saturday, February 11, 2017 Time: 11:00 Hrs. Mogadishu local Time</p> <p>A site visit conducted by the MOF shall be organized.</p>

C. Preparation of Bids

ITB 5.1	<p>The language of the bid is: ENGLISH</p> <p>All correspondence exchange shall be in ENGLISH language.</p>
ITB 6.1 (a)	<p>The following schedules shall be submitted with the bid:</p> <ol style="list-style-type: none"> a. Priced Bill of Quantities b. Schedule of Prices

	<i>c. Activity Schedule of Works specific to a Lot</i>
ITB 6.1 (b)	The Bidder shall submit with its bid the following additional documents: <i>a. Certificate of Registration from Ministry of Commerce or relevant authorities;</i> <i>b. Duly Filled and Signed Bid Form;</i> <i>c. 2013 to 2015 the audited financial statements</i> <i>d. Biodata for a Project Manager and key technical staff with Signed curriculum vitae to be attached.</i> <i>e. Proof of experience of having undertaken similar assignments</i>
ITB 7.1	Alternative bids <i>shall not be</i> permitted.
ITB 7.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 7.3	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
ITB 8.1	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 9.1	The prices shall be quoted by the bidder in: <i>USD</i>
ITB 10.1	The bid validity period shall be: <i>90</i> days.
ITB 11.1	A Bid-Securing Declaration <i>shall be</i> required.
ITB 11.2	Other types of acceptable securities: <i>None</i>
ITB 11.3	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the MOF will declare the Bidder ineligible to be awarded contracts for a period of <i>Two (2)</i> years.
ITB 12.1	In addition to the original of the bid, the number of copies is: <i>Four</i> .
ITB 12.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>a. Power of Attorney for the signatory to sign the Bid; and</i> <i>b. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, in accordance with ITB 4.1(a), and</i>

	<i>(ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</i>
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D. Submission and Opening of Bids

ITB 13.1	Bidders <i>shall not have</i> the option of submitting their bids electronically.
ITB 13.2	<p>For <u>bid submission purposes</u> only, the MOF's address is: <i>[insert all required and applicable information]</i></p> <p>Attention: Ref No : MOF/SFF/WORKS/2017/002 Address: <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance, FGS</i> <i>Villa Somalia</i> City: <i>Mogadishu</i> Country: <i>Federal Republic of Somalia</i></p> <p>The deadline for bid submission is:</p> <p>Date: <i>Monday, February 27, 2017</i> Time: <i>12:00 Hrs Somalia local time</i></p> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 14.1	<p>The bid opening shall take place at:</p> <p>Address : <i>Special Financing Facility for Local Development (SFF-LD)</i> <i>Ministry of Finance</i> <i>Villa Somalia</i> City: <i>Mogadishu</i> Country: <i>Federal Republic of Somalia</i> Date: <i>Monday, February 27, 2017</i> Time: <i>12:00 Hrs Somalia local time</i></p>

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

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

F. Award of Contract

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

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

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

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

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

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1. Margin of Preference NOT APPLICABLE

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

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

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

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

2. Evaluation

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

2.1 Adequacy of Technical Proposal APPLICABLE

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

2.2 Multiple Contracts NOT APPLICABLE

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

Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

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

Packages

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

:

3. Qualification

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
1. Eligibility						
1.1	Nationality	Nationality	Must meet requirement	Must meet requirement	Must meet requirement	N/A
1.2	Conflict of Interest	No conflicts of interest	Must meet requirement	Must meet requirement	Must meet requirement	N/A
1.3	Eligibility	Not having been declared ineligible by the UN, described in ITB 3.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A
1.4	United Nations resolution or Federal Government of Somalia's country law	Not having been excluded as a result of prohibition in the Federal Government of Somalia's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A
2. Historical Contract Non-Performance						

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor default since 1 st January 2014.	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁷	N/A
2.2	Suspension Based on Execution of Bid Securing Declaration by the MOF or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration or withdrawal of the Bid pursuant ITB 11.3.	Must meet requirement	Must meet requirement	Must meet requirement	N/A
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A

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

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

Section III - Evaluation and Qualification Criteria

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

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

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
3. Financial Situation and Performance						
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as follows USD \$200,000 ontract(s) net of the Bidders other commitments (ii) The Bidders shall also demonstrate, to the satisfaction of the MOF, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited	Must meet requirement	Must meet Requirement	N/A	N/A
			Must meet requirement	Must meet requirement	N/A	N/A

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
		balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the MOF, for the last three (3) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover for the past 3 years i.e. 2014, 2015 and 2016 as follows Lot 1: USD \$ 1,000,000, calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years, divided by three years	Must meet requirement	Must meet requirement	Must meet _____%, _____ of the requirement	Must meet _____% _____ of the requireme

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

⁹The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section V. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement with

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

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

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

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
		contractor or sub-contractor ¹¹ between 1st January 2014 and application submission deadline: (i) 3 contracts, each of minimum value USD \$ 300,000;				
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ¹³ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for the key activities listed below ¹⁶ <i>[list key activities and the corresponding minimum requirements,</i>

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

Section III - Evaluation and Qualification Criteria

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)		
				All Parties Combined	Each Member	One Member
		successfully completed ¹⁴ : <i>[list activities indicating volume, number or rate of production as applicable]</i> ¹⁵				

¹⁶ Requirement can be met through a Specialized Sub-contractor

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

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

5 Personnel

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

No.	Position	Total Work Similar Experience (Years)	In Similar Works Experience (Years)
1	Project Manager / Electrical Engineer - Qualification = Bsc. In Electrical Engineering or Equivalent	12	7
2	Electrical / Solar Lighting Specialist – Qualification = Dip. In Electrical or Electronic Engineering or Equivalent	7	5
3	Assistant Technicians - Qualification = Dip. In Electric Engineering or Equivalent	5	3
4	Mechanical Engineer - Qualification = Bsc. In Mechanical Engineering or Equivalent	7	5
5	Material Controller – Qualification = Dip. In Logistics or Equivalent	5	3

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

6. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Single-arm crane 1.5LA	2
2	Aerial work platform with 10m height	1
3	Vehicular towable boom lift	2
4	Concrete Mixer	2
5	Concrete vibrators	3
6	Spanner Set	2

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

Section IV - Bidding Forms

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Letter of Bid

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

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

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- (g) Our bid shall be valid for a period of [*specify the number of calendar days*] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to non-eligibility under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity. ;¹⁷
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

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

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

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

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

¹⁷*Bidder to use as appropriate*

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

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

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

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

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

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

Schedules

Bill of Quantities

PROPOSED INSTOLATION OF MOGADISHU STREET LIGHTING, SOMALIA BANADIR REGION

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

2. Schedule of Payment Currencies

For*insert name of Section of the Works*

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

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

Schedule(s) of Adjustment Data

Table A - Local Currency

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

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

Table B - Foreign Currency

Name of Currency: _____

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

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

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

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date:*[Insert date of issue]*

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's

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

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

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

[signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. _____

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

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

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

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

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

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

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

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

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

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

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

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

Forms for Equipment

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

Type of Equipment*					
Equipment Information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name of manufacturer,</td> <td style="padding: 5px;">Model and power rating</td> </tr> <tr> <td style="padding: 5px;">Capacity*</td> <td style="padding: 5px;">Year of manufacture*</td> </tr> </table>	Name of manufacturer,	Model and power rating	Capacity*	Year of manufacture*
Name of manufacturer,	Model and power rating				
Capacity*	Year of manufacture*				
Current Status	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Current location</td> </tr> <tr> <td style="padding: 5px;">Details of current commitments</td> </tr> </table>	Current location	Details of current commitments		
Current location					
Details of current commitments					
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured				

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

Owner	Name of owner				
	Address of owner				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Telephone</td> <td style="padding: 5px;">Contact name and title</td> </tr> <tr> <td style="padding: 5px;">Fax</td> <td style="padding: 5px;">Telex</td> </tr> </table>	Telephone	Contact name and title	Fax	Telex
Telephone	Contact name and title				
Fax	Telex				
Agreements	Details of rental / lease / manufacture agreements specific to the project				

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

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

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
<p>JV member's authorized representative information</p> <p>Name: _____</p> <p>Address: _____</p> <p>Telephone/Fax numbers: _____</p> <p>E-mail address: _____</p>
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3.</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB NO and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
CurrentAssets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

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

2. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements²⁰ for the _____ years required above; and complying with the requirements

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

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

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

ICB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

²¹ If applicable.

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

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

2. Activity No. Two

3.

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

Section V - Eligible Countries

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

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

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

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

Section VI. Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

“Fraud and Corruption:

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

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

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

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

PART 2 – Works Requirements

Section VII - Works Requirements

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Specifications

PROPOSED INSTOLATION OF MOGADISHU STREET LIGHTING, SOMALIA BANADIR REGION

TECHNICAL SPECIFICATION OF SOLAR STREET LIGHTING SYSTEMS:

DEFINITION:

A stand alone solar photovoltaic (SPV) street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. It consists of photovoltaic (PV) module(s), compact fluorescent lamp (CFL), lead acid battery, control electronics, inter-connecting wires/cables, module mounting Pole including hardware and battery box.

The CFL is fixed inside a luminaire, which is mounted on the pole. The PV module is placed at the top of the pole at an angle to maximize incident solar radiation, and a battery is placed in a box attached to the pole. The module is mounted facing south, so that it receives solar radiation throughout the day, without any shadow falling on it. Electricity generated by the PV module will charge the battery during the daytime. This system operates from dusk to dawn.

Solar LED Street Lighting System

Light Emitting Diodes (LEDs) are proven to be the most efficient option for street lighting today and can help municipalities achieve up to 50 to 70% in energy savings over conventional road lighting technologies such as mercury vapor, metal halide, and high-pressure/low- pressure sodium lamps. The street lighting technology has progressed to include solar energy as an energy source.

Solar LED road lighting systems have additional components that are not required for grid-connected LED road lighting systems. In addition to the pole, luminaire, and cables that make up a conventional LED road lighting unit, the solar unit comprises a system that collects, stores, and deploys solar energy.

A complete solar LED lighting system should consists of five main components:

- **Solar Photovoltaic (PV) Panel** is the energy- generating component responsible for harvesting energy from the sun and converting it to a usable form of electricity.
- **Battery** is the energy storage and supply component of the system; it converts stored

chemical energy into electrical energy. The battery in a solar lighting system is typically rechargeable and designed to supply energy to the lighting system for up to 3- 5 consecutive rainy or non- sunny days. There are called “autonomy days,” defined as the number of days the battery can support the lighting system without recharging.

- **Charge Controller** is considered the “heart of the system.” It harvests the current to charge the battery during the daytime and discharges the battery during the night to power the LED module as efficiently as possible. It also regulates the flow of electric current to and from the battery and prevents over- charging, over- discharging, or over- voltage, all of which may reduce battery performance or lifespan, and may pose a safety risk.
- **Luminaire** here is the same as in the grid- connected LED lighting system. In a solar LED lighting system it is identified as the energy- consuming component responsible for providing an adequate amount of light.
- **Mechanical Components (Poles, Internal Cables)** support the whole system by connecting the PV panel, battery, controller, and luminaire altogether. In a solar LED lighting system, this component plays an even more essential role in the overall reliability of the system

TECHNICAL SPECIFICATIONS

GENERAL

1) Civil Works

The civil works for the proposed Solar Street Lighting System shall include Solar Street Light pole design and installation at the site. The structure should be facing south direction tilted at 30 degree. Pole and Mounting structure must be according to the consultant design standards. It should be able to withstand wind loading of 180Km/hr and support the installed solar modules.

- Bidder must provide evidence showing the structure proposed solar street lighting is safe to be put on.

a) FOUNDATIONS: The Contractor shall install foundations for equipment and poles as required by the standard drawings, the plans and these special provisions. Unless otherwise noted, Class "A" concrete shall be used for all foundations. The Contractor shall furnish and install all necessary reinforcing steel in accordance with the typical drawings, the plans and these special provisions.

Foundations shall be monolithic with the exposed surfaces formed and finished to present a neat, smooth appearance. The Contractor shall ensure that the tops of all foundations for poles and pedestals are level and not more than 2 inches above finish grade for proper mounting of the poles. The bottom of each foundation shall rest on undisturbed earth. The concrete edges of the pier shall be chamfered.

The Contractor shall furnish and install in the foundation a copper clad steel ground rod with a diameter of at least 5/8-inch. The ground rod shall be installed, as shown in the typical drawings so that it extends into the surrounding undisturbed earth at an angle from the side of the foundation for a minimum of eight (8') feet. The ground rod shall be driven into place.

Forms for the concrete shall be rigid and securely braced in place. Templates shall be used to properly position and hold in place the necessary conduit, anchor bolts and the

After concrete is placed and the top smoothed off, the concrete shall be covered with wet cotton or burlap mats for at least 96 hours. All bracing for anchor bolts shall not be subjected to any applied strain during this curing process

2) DUTY CYCLE:

The system should automatically switch is ON at dusk, operate throughout the night and automatically switch is OFF at the dawn.

3) PV MODULE (S):

a) Both crystalline and thin film technology modules are allowed in the system. The PV module should have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 or IEC 61646 for crystalline and thin film PV modules respectively. The manufacturer should produce the certificate for a higher wattage module, in case the certificate is not available for the offered PV module.

Further, the manufacturer should certify that the supplied module is also manufactured using similar material, design and process as that of the certified PV module. The certificate should be from an NABL or IECQ accredited Laboratory.

b) The power output of the module(s) under STC should be a minimum of 74 Wp. Either two modules of minimum 37 Wp output each or one module of 74 Wp output should be used. In

case of thin film technology PV modules, the specified values refer to the stabilized power output after the initial degradation.

The module efficiency should not be less than 12%.

c) The operating voltage corresponding to the power output mentioned above should be 16.4 ± 0.2 V.

d) The open circuit voltage of the PV modules under STC should be at least 21.0 Volts.

e) The terminal box on the module should have a provision for opening for replacing the cable, if required.

f) Each PV module must use a RF identification tag (RFID), which must contain the following information:

(i) Name of the manufacturer of PV Module. (ii) Model or Type Number

(iii) Serial Number

(iv) Month and year of the manufacture

(v) I-V curve for the module

(vi) Peak Wattage of the module at 16.4 volts

(vii) I_m , V_m and FF for the module

(viii) Unique Serial No and Model No of the module

Until March 2013, the RFID can be inside or outside the module laminate, but must be able to withstand harsh environmental conditions.

g) A distinctive serial number starting with NSM will be engraved on the frame of the module. The distinctive number starting NSM will also be screen printed on the tedlar sheet of the module.

4) BATTERY

(i) Lead Acid, tubular positive plate flooded electrolyte or Gel or VRLA Type.

(ii) The battery will have a minimum rating of 12V, 250 Ah (at C/10 discharge rate). (iii) 75 % of the rated capacity of the battery should be between fully charged and load cut off conditions.

5) LAMP

- (i) The lamp should be 60 Watt LED
- (ii) The light output from the lamps should be around 900 ± 5 % lumens (for 60 W).
- (iii) The lamp should be housed in an assembly suitable for outdoor use, with a reflector on its back.
- (iv) No blackening or reduction in the lumen output by more than 10%, should be observed after 1000 ON/OFF cycles (two minutes ON followed by four minutes OFF is one cycle).

6) ELECTRONICS

- (i) The inverter should be of quasi sine wave/ sine wave type, with frequency in the range of 20 - 30 KHz. Half-wave operation is not acceptable.
- (ii) The total electronic efficiency should be not less than 85 %.
- (iii) The idle current consumption should not be more than 10 mA.
- (iv) The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.

7) ELECTRONIC PROTECTIONS

- (i) Adequate protection is to be incorporated under no load conditions e.g. when the lamp is removed and the system is switched ON.
- (ii) The system should have protection against battery overcharge and deep discharge conditions.
- (iii) Fuses should be provided to protect against short circuit conditions.
- (iv) Protection for reverse flow of current through the PV module(s) should be provided.
- (v) Electronics should have temperature compensation for proper charging of the battery throughout the year.

8) MECHANICAL HARDWARE

- (i) A metallic frame structure (with corrosion resistance paint) to be fixed on the pole to hold the SPV module(s). The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that the module(s) can be oriented at the specified tilt angle.
- (ii) The pole should be made of mild steel pipe with a height of 8 metres above the ground level, after grouting and final installation. The pole should have the provision to hold the weatherproof lamp housing. It should be painted with a corrosion resistant paint.

(iii) A vented, acid proof and corrosion resistant painted metallic box for outdoor use should be provided for housing the battery with a provision of lock and Key.

9) OTHER FEATURES

(i) The system should be provided with 2 LED indicators: a green light to indicate charging in progress and a red LED to indicate deep discharge condition of the battery.

(ii) There will be a Name Plate on the system, which will give:

(a) Name of the Manufacturer or Distinctive Logo.

(b) Serial Number.

(iii) Components and parts used in the solar street lighting systems should conform to the latest BIS specifications, wherever such specifications are available and applicable.

(iv) The PV module(s) will be warranted for a minimum period of 25 years from the date of supply and the street lighting system (including the battery) will be warranted for a period of two years from the date of supply. PV modules used in Solar Street Lighting System must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Twelve (12) years and 80% at the end of Twenty five(25)years.

The Warranty Card to be supplied with the system must contain the details of the system. The manufacturers can also provide additional information about the system and conditions of warranty as necessary.

(v) Necessary lengths of wires/cables and fuses should be provided.

10) OPERATION and MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Home Lighting System. The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaic.
- A small write-up (with a block diagram) on Solar Home Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- Significance of indicators.
- Type, Model number, voltage & capacity of the battery, used in the system.
- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system must be indicated in

- the manual.
- Clear instructions about mounting of PV module(s).
 - Clear instructions on regular maintenance and trouble shooting of the Solar Home Lighting System.
 - DO's and DONT's.
 - Name and address of the contact person for repair and maintenance.

11) Technological Parameter:

Model		EA601-A	EA601-B	EA601-C
Specifications				
Light source		8W LED	12W LED	15W LED
Solar panel		15W(Mono)	18W(Mono)	25W(Mono)
Battery		6000mAh	6000mAh	12000mAh
Human body sensing		Without	YES	YES
Dimension		515*320*52mm	515*320*52mm	700*420*140mm
Net weight		5.5KG	6.5KG	9KG
Light efficiency				
Luminous	Full load working	880lm	1320lm	1650lm
Flux	Less load working	440lm	400lm	500lm
Visual angle		120	120°	120°
Color temperature		3000k-3500k	3000k-3500k	3000k-3500k
		6000k-6500k	6000k-6500k	6000k-6500k
Work time	Full power	≥12Hr	≥12Hr	≥12Hr
	Saving mode	≥24Hr	≥24Hr	≥24Hr
Ambient temperature				
Work temperature		-30°C~+70°C		
Install				
Install high		8W:3-4m 12W:3-4m 15W:4-5m		
Light spare		8W:8-10m 12W:8-10m 15W:10-15m		

12) Warrantee/ Guarantee

(i) The Solar Street Lighting System must be warranted against any manufacturing/ design/ installation defects and performance warranty for a minimum period of 5 years.

(ii) PV modules used in the solar street lighting system must be warranted for their rated output

(iii) The Warrantee/ Guarantee Card to be supplied with the SSL System must contain the details of the system supplied. The manufacturers can provide additional information about the system.

(iv) During the Warrantee/ Guarantee period, purchaser will have all the rights to cross check the performance of SSL System. Purchaser may carry out the frequent inspections of the system installed and randomly pick up its components to get them tested at any test center. If during such tests any part is not found as per the specified technical parameters, Purchaser will take the necessary action. The decision of Purchaser in this regard will be final and binding to the Bidder.

13) General Safety

1) The Contractor shall furnish, install and maintain such barricades, fences, railings, signs, warning lights, safety helmets and other devices as are necessary for the general safety of both the public and workmen on and around the work sites.

2) The Contractor shall immediately remove any trash and/or spillage caused by the Contractor's operations on any street, sidewalk or pedestrian way.

3) The Contractor shall conduct operations so as to minimize inconvenience to the public. The Contractor shall not have under construction more work than can be reasonably and effectively managed at any one time, in the judgment of the Engineer.

4) The Contractor shall minimize the adverse effects of the Contractor's work on abutting property owners. Unless otherwise noted or approved by the Engineer in each instance, the Contractor shall maintain intersection roadways and driveways open to traffic.

5) Metal parts of Solar Street Lighting System must be provided with minimum clearance of 1.25 meter from NEA 400V/11 KV distribution line.

6) Proper installation safety like insulating gloves, safety belt, helmets etc.

7) The metal item items such as watches, rings and necklaces are all good conductor of electricity and should not be worn around the electrical components.

8) Manufacturer instructions shall be followed by the operator for safe operation of solar electrical technology.

Drawings

If there is any discrepancy between the specifications and these bills of quantities and the General Specifications, The Resident Engineer shall give direction if required.

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

Supplementary Information

All works shall be measured work

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

for supervising the execution of the Works and administering the Contract.

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

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

following order of priority:

- (a) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor’s Bid,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendix,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,²² and
- (i) any other document **listed in the PCC** as forming part of the Contract.

- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when
- (a) as a matter of law or official regulations, the MOF’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the MOF’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager’s Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval

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

of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

**8. Other
Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**9. Personnel and
Equipment**

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

**10. Employer's
and
Contractor's
Risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's
Risks**

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person

employed by or contracted to him except the Contractor.

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

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

12. Contractor's Risks

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

13. Insurance

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

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data** 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works** 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date** 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by the Project Manager** 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the

Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the UN and/or persons appointed by the UN to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the UN if requested by the UN. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the UN's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the U's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in

accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Corrupt and Fraudulent Practices

25.1 The UN requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the

Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

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

27. Extension of the Intended Completion Date

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

28. Acceleration

- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 31. Early Warning**
- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 32. Identifying Defects**
- 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 33. Tests**
- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has

a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

- 34. Correction of Defects**
- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.
- 35. Uncorrected Defects**
- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 36. Contract Price²³**
- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price²⁴**
- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate

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

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

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

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

in the Bill of Quantities.

- 38. Variations**
- 38.1 All Variations shall be included in updated Programs²⁵ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.²⁶
- 39. Cash Flow Forecasts**
- 39.1 When the Program,²⁷ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 40. Payment Certificates**
- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the

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

²⁶ In lump sum contracts, delete this paragraph.

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

cumulative amount certified previously.

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

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

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

42. Compensation Events

42.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 12.1.
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

- 42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager’s own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 42.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the Project Manager.
- 43. Tax**
- 43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
- 44. Currencies**
- 44.1 Where payments are made in currencies other than the currency of the Employer’s country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.
- 45. Price Adjustment**
- 45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

where:

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

A_c and B_c are coefficients²⁹ **specified in the PCC**, representing the nonadjustable and adjustable portions,

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

respectively, of the Contract Price payable in that specific currency “c;” and

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

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

46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

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

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

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

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the

cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

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

51. Dayworks

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

Manager within two days of the work being done.

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

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

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

56. Operating and Maintenance Manuals

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

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

57. Termination

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

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

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

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

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

57.5 If the Contract is terminated, the Contractor shall stop work

immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of UN Loan or Credit**
- 61.1 In the event that the UN suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the UN's suspension notice.
 - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX TO GENERAL CONDITIONS

Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

“Fraud and Corruption:

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

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

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

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

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

Section IX. Particular Conditions of Contract

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

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

GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials N/A</p> <p>(b) For loss or damage to Equipment: <i>N/A</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>N/A</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <i>N/A</i></p> <p>(ii) of other people: <i>N/A</i></p>
GCC 14.1	<p>Site Data are:</p> <p>Mogadishu Kismayo</p>
GCC 20.1	<p>The Site Possession Date(s) shall be: within seven days from date of contract signing</p>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: Legal Unit , Ministry Of Finance</p>
GCC 24.3	<p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: N/A</p>
GCC 24.4	<p><i>[For smaller contracts, the institution is usually from the Federal Republic of Somalia. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i></p> <p>Institution whose arbitration procedures shall be used:</p> <p>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”</p> <p>The place of arbitration shall be: Mogadishu, Federal Republic of Somalia</p>
B. Time Control	

GCC 26.1	The Contractor shall submit for approval a Program for the Works within Seven (7) days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is Fourteen (14) days. The amount to be withheld for late submission of an updated Program is 2%
C. Quality Control	
GCC 34.1	The Defects Liability Period is: 270 days .
D. Cost Control	
GCC 44.1	The currency of the Employer's country is: USD .
(i) GCC 45.1	<p>(ii) The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.</p> <p>(iii) The coefficients for adjustment of prices are: N/A</p> <p>(iv) (a) For currency [<i>insert name of currency</i>]:</p> <p>(i) [<i>insert percentage</i>] percent non adjustable element (coefficient A).</p> <p>(ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>(b) For currency [<i>insert name of currency</i>]:</p> <p>43.1.a.iv.1.1 (i) [<i>insert percentage</i>] percent non adjustable element (coefficient A).</p> <p>43.1.a.iv.1.2 (ii) [<i>insert percentage</i>] percent adjustable element (coefficient B).</p> <p>43.1.a.iv.1.3 The Index I for local currency shall be [<i>insert index</i>].</p> <p>43.1.a.iv.1.4 The Index I for the specified international currency shall be [<i>insert index</i>].</p> <p>43.1.a.iv.1.5 [<i>These proxy indices shall be proposed by the</i></p>

	<p><i>Contractor, subject to acceptance by the Employer]</i></p> <p>43.1.a.iv.1.6 The Index I for currencies other than the local currency and the specified international currency shall be <i>[insert index]</i>.</p> <p>43.1.a.iv.1.6.1 <i>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer.]</i></p>
43.1.a.iv.1.6.2 GCC 46.1	43.1.a.iv.1.6.3 The proportion of payments retained is: 5%
43.1.a.iv.1.6.3.1 G CC 47.1	43.1.a.iv.1.6.3.2 The liquidated damages for the whole of the Works are are 0.1% per day of the Final Contract Price per day . The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
43.1.a.iv.1.6.3.3 G CC 48.1	43.1.a.iv.1.6.3.4 The Bonus for the whole of the Works is N/A per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
43.1.a.iv.1.6.3.5 G CC 49.1	43.1.a.iv.1.6.3.6 The Advance Payments shall be: twenty percent (20%) and shall be paid to the Contractor no later than 30 days from date of receipt of the Advance Payment Guarantee..
43.1.a.iv.1.6.3.7 G CC 50.1	<p>43.1.a.iv.1.6.3.8 The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</i></p> <p>43.1.a.iv.1.6.3.9 (a) Bank Guarantee: 10% of the Contract sum.</p> <p>43.1.a.iv.1.6.3.10 (b) Performance Bond: 30% of the Contract sum.</p>
43.1.a.iv.1.6.3.11 E. Finishing the Contract	
43.1.a.iv.1.6.3.12 G	43.1.a.iv.1.6.3.13 The date by which operating and

CC 56.1	maintenance manuals are required is seven after completion. The date by which “as built” drawings are required is seven after completion.
43.1.a.iv.1.6.3.13.1 G CC 56.2	43.1.a.iv.1.6.3.13.2 The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 3% of the contract price
GCC 57.2 (g)	The maximum number of days is: 100 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25%.

Section X - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*.....

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

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

[Choose one of the following statements:]

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

[or]

We do not accept that _____ *[insert the name of the Adjudicator
proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this
Letter of Acceptance to _____ *[insert name of
the Appointing Authority]*, the Appointing Authority, we are hereby requesting such
Authority to appoint the Adjudicator in accordance with ITB 18.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

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

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Performance Security (Performance Bond)

Option 2: Performance Bond

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

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

[signature(s)]

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

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

Invitation for Bids

Federal Government of Somalia

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

Contract Title: Infrastructure Development projects

Reference No. MOF/SFF/WORKS/2016/001

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

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

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

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

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

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

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

4. Bidding will be conducted through the National Competitive Bidding procedures as specified in the Public Procurement, Concessions and Disposal Act, of the Federal Republic of Somalia (FRS), dated 15 November 2015 and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to Article 7: Conflict of Interest setting forth the FRS Public Procurement policy mentioned above on this issue.

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

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

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

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

9. The addresses referred to above (are):

a) Address documents may be inspected at:

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

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

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

d) Address of Bid Opening:

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

e) Address of Pre-Bid Conference:

Special Financing Facility for Local Development (SFF-LD)
Ministry of Finance, FGS
Board Room
Thursday, February 9, 2017
11:00 Hrs. Mogadishu local Time

Project Manager

Special Financing Facility for Local Development (SFF-LD)

Ministry of Finance