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**Title of Tender: REHABILITATION AND TRANSFORMATION OF
ICPAR BUILDING ANNEX**

Tender Reference Number: 001/SIS/12/2019

Procurement Method: Open Competitive Bidding

December 2019

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TENDER NOTICE

Tender Notice

ICPAR HOUSE ANNEX REHABILITATION

1. The Institute of Certified Public Accountants of Rwanda (ICPAR) (hereinafter called “Client”) intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued. ICPAR now invites, by the present invitation to tender, sealed bids from eligible and qualified bidders for rehabilitation of ICPAR Annex and fence.
2. Tender is a nonrefundable fee of ten thousand Rwanda Francs (10,000Frw) and the execution period is 3 months.
3. Bidding will be conducted through Open Competitive bidding and is open to all bidders specialized in the field of construction.
Qualification requirements include both technical and financial means.
4. The Tender Document may be obtained downloaded from ICPAR website (www.icparwanda.com) upon payment of a non-refundable fee of Ten thousand Rwandan Francs (10,000Frw) or its equivalent in a freely convertible currency deposited to ICPAR account opened at ECOBANK Rwanda.
5. Bidders may obtain further information at ICPAR Office at Kacyiru or email to tender@icparwanda.com, not later than 7 days prior to the deadline for submission of bids.
6. Well printed bids in English language, valid for 120 days from the bid’s submission deadline, accompanied by the Bid Security of 2,000,000 RWF, properly bound and presented in four copies, one of which is the original and three copies must reach ICPAR offices not later than, 31/12/2019 at 10: 00 am local time. Copies shall be put into an envelope marked, as follows: **Rehabilitation and transformation of ICPAR building Annex**. The opening of bids will take place on the same day at 10: 30 am local time in ICPAR board room.
7. Compulsory site visit is scheduled on 16th December 2019. The venue for site visit is current ICPAR offices at 8:30 am. Bidders will cater for their own transport for site visit.

Done at Kigali, on 06/12/2019

Amin Miramago
Chief Executive Officer
ICPAR

Section I. Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Procuring Entity, as defined in **the Bid Data sheet** invites bids for the construction of Works, as **described in the BDS**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion **Date specified in the BDS**
- 1.3 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail)
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. Source of Funds

The Procuring Entity, **as defined in the BDS**, intends to apply part of its funds towards the to cover eligible payments under the Contract for the Works as defined in BDS.

3. Fraud and Corruption

Bidders are required to observe the highest standard of ethics during the procurement proceedings and execution of such contracts:

- (a) For the purposes of this provision, the following terms are defined as follows:
 - (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) **“collusive practice”** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) **“coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) shall reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) shall cancel or renounce to the use of the portion of the fund allocated to a contract if it determines at any time that representatives of the Funding Agency or of a beneficiary of

the fund engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.

- (d) shall sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and

4. Eligible Bidders

- 4.1 A Bidder and all parties constituting the Bidder may have the nationality of any country unless otherwise provided for by the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are associated, or has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Entity to provide consulting services for the preparation or supervision of the Works and any of its affiliates shall not be eligible.

5. Qualifications of the Bidder

- 5.1 All bidders shall provide in Section IV, "Form of Bid, Qualification Information, Letter of Acceptance, and Agreement," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- 5.3 If the Procuring Entity has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
 - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;

- (b) Total monetary value of construction works performed for each of the last five years;
- (c) Evidence of relevant experience in the execution of works of similar nature, including the nature and value of the relevant contracts for each of the last five years, as well as works in hand and contractually committed. The evidence must answer at least the criteria indicated under subparagraph 5.5 below.
- (d) Major items of construction equipment proposed to carry out the Contract. The descriptions must demonstrate the bidder's ability to complete the works and should include inter-area:

The Bidder must indicate whether such equipment is owned by him, hired or used by subcontractor.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract with their CVs and academic testimonials
- (f) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (g) Authority to seek references from the Bidder's bankers;
- (h) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (i) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for sub contractor's participation is **stated in the BDS**.

5.4 Bids submitted by a JV of two or more firms in partnership shall comply with the following requirements unless otherwise **stated in the BDS**:

- (a) The Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) The Bid shall be signed so as to be legally binding on all partners;
- (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) One of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- (f) A copy of the JV Agreement entered into by the partners shall be submitted with the bid; or a Letter of Intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) An average annual financial amount of construction work over the period specified in the **BDS** of at least the multiple indicated in the **BDS**
- (b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period **specified in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount **specified in the BDS**.

A relevant history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a JV shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clauses 5.5 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria of ITB Sub-Clauses 5.5 (a) and (b) for an individual Bidder, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Bid. Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria unless otherwise **stated in the BDS**.

5.7 Domestic bidders and joint ventures of domestic bidders applying for eligibility for the percent of margin's preference, **as specified in the BDS**, in bid evaluation shall supply all information to satisfy the criteria for eligibility as described in ITB Clause 31.

6. One Bid per Bidder

Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Entity shall in no case be responsible or liable for those costs.

8. Site Visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain 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.

B. Bidding Documents

9. Contents of Bidding Documents

The set of Bidding Documents comprises the documents listed below and addenda issued in accordance with ITB Clause 11:

Tender Notice /Invitation for Bids

Section I Instructions to Bidders

Section II Bid Data Sheet

Section III Forms of Bid, Qualification Information, Letter of acceptance, Agreement

Section IV General Conditions of Contract

Section V Special Conditions of Contract

Section VI Specifications

Section VII Drawings

Section VIII Bill of Quantities

Section IX Forms of Securities

10. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the PE in writing at the PE's address **mentioned in the BDS**. The PE shall respond to any request for clarification received earlier than (7) days prior to the deadline for submission of bids. Copies of the PE's response shall be forwarded to all potential bidders including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

- 11.1 Before the deadline for submission of bids, the Procuring Entity may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the PE.

- 11.3 The PE may, as necessary and in accordance with ITB Sub-Clause 21.2 below, extend the deadline for submission of tenders to give Bidders sufficient time to make modifications into account when preparing their tenders.

C. Preparation of Bids

12. Language of Bid

All documents relating to the bid shall be in the languages **specified in the BDS**.

13. Documents Composing the Bid

The bid submitted by the Bidder shall comprise the following document:

- (a) The Bid (in the format indicated in Section IV);
- (b) Bid Security, in accordance with ITB/TN Clause 17, if required;
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

And any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB/TN Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder shall not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting and stamped on if required.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 14.4 The rates and price quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and SCC and the provisions of Clause 47 of the General Conditions of Contract.

15. Currencies of the Bid and Payment

- 15.1 The unit rates and prices shall be quoted by the Bidder entirely in Rwandan Franc. Foreign currency requirements shall be mentioned as percentages of the Bid price

(excluding provisional sums) and shall be payable at the Bidder's option in only one bidder's chosen foreign currency.

- 15.2 The exchange rate to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in Para. 15.1 above shall be the selling rates for similar transactions established by the authority **specified in the BDS** prevailing on the deadline for submission of bids. These exchange rates shall be applied for all transactions so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB Clause 29.1 shall be applied; in any case, payments shall be computed using the rates quoted in the bid. Bidder shall indicate in advance all the details of any expected foreign currency requirements in the Bid.
- 15.3 Bidder may be required by the Procuring Entity to clarify the foreign currency requirements and to substantiate that the amounts included in the rates and prices **if required in the BDS** are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the PE may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 30 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify his/her Bid, except as provided in ITB Clause 17.

17. Bid Security

- 17.1 The Bidder shall provide as part of its Bid, a Bid Security in original form as specified in the BDS **if required in the BDS**.
- 17.2 The Bid Security shall be in the **amount specified in BDS** and denominated in the Rwandan Francs or the currency of the Bid or in another freely convertible currency, and shall:
- (a) be in the form of either, a bank guarantee from a banking institution, or surety issued by a financial institution, as the bidder would wish;
 - (b) Be issued by a reputable institution selected by the bidder and located in any country. If the financial institution issuing the surety is located outside the Republic of Rwanda, it shall have a correspondent financial institution located in the Republic of Rwanda to make it enforceable.
 - (c) Be substantially in accordance with one of the forms of Bid Security included in Section IX "Security Forms," or other form approved by the Procuring Entity prior to bid submission;

- (d) Be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 17.5 are invoked;
 - (e) Be submitted in its original form; copies shall not be accepted;
 - (f) Remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 16.2.
- 17.3 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Procuring Entity as non-responsive.
- 17.4 The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- 17.5 The Bid Security may be forfeited :
- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 16.2; or
 - (b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
 - (c) If the successful Bidder fails within the specified time to:
 - (i) Sign the Contract, or (ii) furnish the required performance security.
- 17.6 The Bid Security under JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

- 18.1 Alternatives shall not be considered unless specifically **allowed in the BDS**. If so allowed, ITB Sub-Clauses 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:
- (a) Option One. A bidder may submit alternative bids with the base bid and the Procuring Entity shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest evaluated bid, or
 - (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.
- 18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including design calculations, technical

specifications, breakdown of prices, proposed construction methods and other relevant details.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents composing the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of a discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Entity, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4 The Bidder shall provide information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

- 20.1 Bidders will only submit their bids by hand. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”
- 20.2 The inner and outer envelopes shall
 - (a) Be addressed to the Procuring Entity at the address **provided in the BDS**;
 - (b) Bear the name and identification number of the Contract as **defined in the BDS** and SCC; and
 - (c) Provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

- 20.4 If the outer envelope is not sealed and marked as above, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

- 21.1 Bids shall be delivered to the Procuring Entity at the address specified above no later than the time and date **specified in the BDS and in clause 8 of TN.**
- 21.2 The Procuring Entity may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22. Late Bids

Any Bid received by the Procuring Entity after the deadline prescribed in ITB Clause 21 and in the TN Clause 8 shall be returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bids

- 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21 and in the TN Clause 8.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked or "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION" as appropriate.
- 23.3 No Bid may be substituted or modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the **Bid Data** or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause or included in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Procuring Entity shall open the bids, including modifications made pursuant to Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.** Any specific opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 20.1, shall be as specified in the BDS.

- 24.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security, if required, and such other details as the Procuring Entity may consider appropriate, shall be announced by the Procuring Entity at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22. Substitution Bids and modifications submitted pursuant to ITB Clause 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned unopened to bidders
- 24.4 The Procuring Entity shall prepare Minutes of the Bid Opening, including the information disclosed, to those present, in accordance with ITB Sub-Clause 24.3.

25. Confidentiality

No Information concerning checking, explanation, opinion, and comparison of tenders and recommendations concerning the contract award will be disclosed to Bidders or any other person not officially involved in the process until the name of the successful Bidders has been announced. Any attempt by a Bidder to contact any member of the Evaluation committee directly or indirectly during the evaluation period will be automatically disqualified.

26. Clarification of Bids

To assist in the examination, evaluation, and comparison of Bids, the Procuring Entity may, at the Procuring Entity’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Bids in accordance with ITB Clause 28.

27. Examination of Bids and Determination of Responsiveness

27.1. Prior to the detailed evaluation of Bids, the evaluation committee shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Security, if required; and (d) is substantially responsive to the requirements of the Bidding Documents.

27.2A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity’s

rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the evaluation committee, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive shall be checked by the evaluation committee for any arithmetic errors. Errors shall be corrected by the evaluation committee as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Procuring Entity there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

28.2 The amount stated in the Bid shall be adjusted by the evaluation committee in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited executed in accordance with ITB Sub-Clause 17.5 (b).

29 Currency for Bid Evaluation

Bids shall be evaluated as quoted in the Rwandan Franc currency, in accordance with ITB Sub-Clause 15.1, unless a Bidder has used different exchange rates than those prescribed in ITB Sub-Clause 15.2, in which case the Bid shall be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Republic of Rwanda's currency using the exchange rates prescribed in ITB Sub-Clause 15.2.

30 Evaluation and Comparison of Bids

30.1 The evaluation committee shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the evaluation committee shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) Making any correction for errors pursuant to ITB Clause 28;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Procuring Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Procuring Entity shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 47, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

31 Preference for Domestic Bidders

31.1 If so **indicated in the BDS**, domestic contractors may receive a margin of preference in Bid Evaluation in compliance with the relevant provisions in BDS.

31.2 The following procedure shall be used to apply the margin of preference:

- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of nationality
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to a maximum of 10 per percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 30.2 shall be added to all bids classified in Group B.

F. Award of Contract

32 Award Criteria

Subject to ITB Clause 33, the Procuring Entity shall award the Contract to the Bidder whose Bid has been selected as being substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

33 Procurement Entity's Right to accept any Bid and to reject any or all bids

Notwithstanding ITB Clause 32, the Procuring Entity reserves the right to accept or reject any Bid and to cancel the bidding process and reject all bids, at any time prior to the award of Contract.

34 Notification of Award and Signing of Agreement

- 34.1 Before the expiry of the bid validity period, the procuring entity shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids' evaluation. The notification shall specify that the major elements of the procurement process would be made available to the bidders upon request and that they have three (3) days in which to lodge a protest if any before a contract is signed with the successful bidder. Upon signature of a procurement contract, the procuring entity shall notify other bidders that their bids were not successful.

The notification letter to the successful bidder (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Procuring Entity shall pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.
- 34.3 The Agreement shall incorporate all agreements between the Procuring Entity and the successful Bidder.
- 34.3 Only the signed contract will constitute an official commitment on the part of the Procuring Entity, and activities may not begin until the contract has been signed by the contracting authority and the successful bidder.

35 Performance Security

- 35.1 Within 14 days after receipt of the Letter of notification, the successful Bidder shall sign the contract and deliver to the PE a Performance Security in the amount stipulated in the GCC and in the form **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of notification and in accordance with the GCC.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a bank located in the Republic of Rwanda, or by an acceptable foreign bank.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety who the Bidder has determined to be acceptable to the Procuring Entity.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Procuring Entity shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.4.

36 Advance Payment and Security

The Procuring Entity shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by Security. Section IX "Security Forms" provides a Bank Guarantee for Advance Payment form.

37 Adjudicator

The Procuring Entity proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the BDS and the SCC at the request of either party.

Section II. Bid Data Sheet

A. General	
ITB 1.1	<p>The Procuring Entity is: The Institute of Certified Public Accountants of Rwanda (ICPAR)</p> <p>The Works are: Rehabilitation and Transformation of ICPAR Building Annex</p>
ITB 1.2	<ol style="list-style-type: none"> 1. The Intended Completion Date is 3 months. 2. Tender is a nonrefundable fee of ten thousand Rwanda Francs (10,000Frw). 3. Bidding will be conducted through Open Competitive bidding; 4. The Tender Document may be obtained downloaded from ICPAR website (www.icparwanda.com) upon payment of a non-refundable fee of Ten thousand Rwandan Francs (10,000Frw) payable at ICPAR account Number BK 00040-00335616-29 5. Bidders may obtain further information at ICPAR Office at Kacyiru or email to tender@icparwanda.com, not later than 7 days prior to the deadline for submission of bids. 6. Well printed bids in English language, valid for 120 days from the bids submission deadline, accompanied by the Bid Security of 2,000.000RWF, 7. The opening of bids will take place on the same day at 10: 30 am local time in ICPAR board room. 8. Compulsory site visit is scheduled on 16th December 2019. The venue for site visit is current ICPAR offices at 8:30 am.
ITB 2.1	The Project is Rehabilitation and Transformation of ICPAR Building Annex
ITB 5.3	<p>The information required from bidders in ITB Sub-Clause 5.3 is complemented as follows: proposed for the Contract with their CVs and academic testimonials</p> <p>Director of works: A Civil Engineer Ao level with at least 5 years of experience in similar work as director of works;</p> <p>- Site Manager: A2 technician in public works and construction or construction with at least 5 years of experience in similar work.</p> <p>Key personnel must have well-detailed CVs, signed and updated by the holder with notified degree, a certificate of availability and exclusivity, copy of the identity card of the staff, a valid certificate of being in the engineers' association in Rwanda for the Civil Engineer which is valid for this year of 2019 and a diploma equivalence for those with diplomas issued outside Rwanda.</p>

ITB 5.3 (i)	The ceiling for sub contractor's participation is: 10%
ITB 5.4	The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: none.
ITB 5.5	The qualification criteria in ITB Sub-Clause 5.5 are modified as follows: none.
ITB 5.5 (a)	The period is:4 years The average annual turnover should be equal to the proposed amount for the bid.
ITB 5.5 (b)	2 similar reference and supported with the completion certificates and copies of contracts.
ITB 5.5 (C)	The essential equipment to be made available for the Contract by the successful Bidder shall be: - One Truck (Benn) 5m ³ - One Concrete mixer - One Pick-up
ITB 5.5 (d)	Contract Manager: Civil engineer or architect with a bachelor's degree in Civil Engineering, 5 years- experience as a contract manager for construction of civil works Site foreman: bachelor's degree in Civil Engineering with 3 years of experience as a site foreman in Construction The bidder is required to submit in the bid the certified copies of diploma or degree, updated CV signed of key personnel.
ITB 5.5 (e)	Credit line or promise of credit line of at least 5,000,000Rwf
ITB 5.6	Subcontractors' experience and resources shall not be taken into account during the evaluation of bids.
ITB5.7	The percentage of margin's domestic preference is none.
B. Bidding Documents	
ITB 10.1	The Procuring Entity address's for further information is: ICPAR Office Kacyiru Email: tender@icparwanda.com
ITB 11.1	The Bidder shall submit the following additional documents in its bid:

	<ol style="list-style-type: none"> 1. Bid security per lot issued by an accredited financial institution 2. The list of all machines and equipment which have to be available for a period of three months 3. At least two similar references (i.e the tender with the same amount and nature of works: accompanied by certificate of good completion and their contracts from government institutions 4. Delivery period equivalent or less than 120 days 5. Proof of purchase of tender document of 10,000 Frw 6. The bid price will be taxes inclusive and VAT exclusive. 7. Site visit certificate 8. CVs and academic testimonials <ol style="list-style-type: none"> 1. Director of works: A Civil Engineer A0 level with at least 5 years of experience in similar work as director of works; 2. - Site Manager: A2 technician in public works and construction or construction with at least 5 years of experience in similar work. <p>Key personnel must have well-detailed CVs, signed and updated by the holder with notified degree, a certificate of availability and exclusivity, copy of the identity card of the staff, a valid certificate of being in the engineers' association in Rwanda for the Civil Engineer which is valid for this year of 2019 and a diploma equivalence for those with diplomas issued outside Rwanda.</p>
C. Preparation of Bids	
ITB 12.1	The language of the bid is: English
ITB 13.1	Any additional materials required to be completed and submitted by the Bidders are none.
ITB 14.4	The Contract is not subject to price adjustment in accordance with GCC Clause 47.
ITB 15.2	The authority for establishing the rates of exchange shall be N/A. Bidders are required to bid in Rwanda Francs (Rwf)
ITB 15.3	Bidders are not required to substantiate the rates and prices.
ITB 16.1	Bids shall be valid for 120 days
ITB 17.1	Bid shall include a Bid Security issued by a bank or by surety using the form for bid security included in Section IX. Security Forms.
ITB 17.2	The Bid Security amount is :2,000,000 RWF

ITB 18.1	Alternative shall not be considered.
ITB 19.1	The number of copies of the Bid to be completed and returned shall be One original and three copies.
D. Submission of Bids	
ITB 20.2 (a)	Bids shall be submitted to ICPAR office at Kacyiru.
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet is “Rehabilitation and Transformation of ICPAR Building Annex”
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE” the deadline
ITB 21.1	The deadline for submission of bids shall 31/12/2019 at 10: 00 am local time
E. Bid Opening and Evaluation	
ITB 24.1	Bids shall be opened on 31/12/2019 at 10: 00 am local time at 10:30 am at ICPAR conference room.
ITB 31.1	Domestic contractors shall not receive a margin of preference during Bids evaluation.
F. Award of Contract	
ITB 35.1	The Standard Form of Performance Security acceptable to the Procuring Entity shall be a Bank Guarantee” or Surety from Financial Institution
ITB 36.1	The Advance Payment shall not exceed 20% of the Contract Price.

Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement

1. Contractor's Bid

*The **Bidder** shall fill in and submit this Bid form with the Bid. If the Bidder objects to the Adjudicator proposed by the procuring entity in the Bidding Documents, it should so state in its Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with ITB Clause 37.*

date]

Identification N° and Title of Contract: *[insert identification number and title of the Contract]*

To: *[name and address of Procuring Entity]*

Having examined the Bidding Documents, including addenda *[insert list]*, we offer to execute the *[name and identification number of Contract]* in accordance with the GCC accompanying this Bid for the Contract Price of *[insert amount in numbers]*, *[insert amount in words]* *[insert name of currency]*.

The written acceptance of this bid shall constitute a binding contract between us. It is understood that the PE is not bound to accept the lowest or any Bid you receive.

It is hereby confirmed that this Bid complies with the Bid validity and, if required, Bid Security as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

2. Qualification Information

The information to be filled in by **bidders** in the following pages shall be used for the purposes of postqualification or for verification of prequalification as provided for in ITB Clause 5. This information shall not be incorporated in the Contract. Attach additional pages, if needed be.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub-clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*

1.3 Number *[insert number pursuant to BDS sub-clause 4.5 (b)]* of works of a nature and amount similar to the Works performed as prime Contractor over the last *[insert number pursuant to BDS 4.5(b)]* years. *[The amounts should be indicated in the same currency used for Item 1.2 above. Also, list details of work underway or committed, including expected completion date(s).]*

Project name and country [all completed projects should be proved by the performance certificates issued by the clients]	Name of client and contact person	Type of work performed and year of completion	Value of contract (national currency equivalent)
(a)			
(b)			

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. *[List all information requested below. Refer also to ITB Sub-Clause 5.3 (d).]*

Item of equipment (Attach the possession and/or leasing evidences]	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. *[Attach biographical data, The CVs and academic testimonials. Refer also to ITB Sub-Clause 5.3 (e) and GCC Sub-Clause 9.1.]*

Position	Name	Years of experience (general)	Years of experience in the proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the last *[insert number]* years: balance sheets, profit, and loss statements, auditors' reports, etc. *[List below and attach copies.]*
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the PE.
- 1.10 Information on current litigation(s) in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Bidding Documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing the signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - (a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) One of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

Bidders should provide any additional information required in the BDS.

3. Letter of Acceptance

[Letterhead paper of the Procuring Entity]

[The Letter of Acceptance shall be the basis for the formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the funding entity]

[Insert date]

Identification N° and Title of Contract: *[insert identification number and title of the Contract]*

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

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 SCC]* for the Contract Price of the equivalent of *[insert amount in numbers and words] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Institution

[Insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of Acceptance, and pursuant to GCC Sub-Clause 52.1

Authorized Signature: _____

Name and Title of Signatory: _____

Name of the Procuring Entity: _____

Attachment: Agreement and Special condition of contract

4. Agreement

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Procuring Entity]* (hereinafter called “the Procuring Entity”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Procuring Entity has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein in the sum of *[insert contract price in words and figures expressed in the contract currency(ies)]* (hereinafter called the “the contract price”).

Therefore this Agreement entered into as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. Considering the terms and conditions of payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby convenes with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
 - a. The Procuring Entity hereby convenes to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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.
 - b. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - i. **Agreement,**
 - ii. **Letter of Acceptance,**
 - iii. **Contractor’s Bid**
 - iv. **Special Conditions of Contract,**
 - v. **General Conditions of Contract,**
 - vi. **Specifications,**
 - vii. **Drawings,**
 - viii. **Bill of Quantities, and**

ix. **Any other document listed in the SCC as forming part of the Contract.**

- c. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Procuring Entity [*signature of an authorized representative of the Procuring Entity*]

Binding Signature of Contractor [*signature of an authorized representative of the Contractor*]

Section IV. General Conditions of Contract

A. General Conditions of Contract

1. Definitions

- (a) The **Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (c) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (e) The **Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Clause 2.3 below.
- (f) The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Procuring Entity.
- (g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- (h) The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (i) **Days** are calendar days; months are calendar months.
- (j) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and equipment, in addition to payments for associated Materials and Plant.
- (k) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (l) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (m) The **Defects Liability Period** is the period **named in the SCC** Sub-Clause 35.1 and calculated from the Completion Date.
- (n) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

- (o) The **Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC.**
- (p) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (q) The **Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- (r) 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 SCC.** The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (s) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (t) **Plant** is an integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (u) The **Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.
- (v) **SCC** means Special Conditions of Contract
- (w) The **Site** is the area **defined as such in the SCC.**
- (x) **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.
- (y) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (z) The **Start Date** is **given in the SCC.** It is the latest date when the Contractor shall commence the execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (aa) 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.
- (bb) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (cc) A **Variation** is an instruction given by the Project Manager which varies the Works.

- (dd) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC.**

2. Interpretation

- 2.1 For the interpretation of these GCC, singular also means plural, male also means female or neuter, and the other way around. 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 SCC**, 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) **Special Conditions of Contract,**
 - (e) **General Conditions of Contract,**
 - (f) **Specifications,**
 - (g) **Drawings,**
 - (h) **Bill of Quantities, and**
 - (i) **Any other document listed in the SCC as forming part of the Contract.**

3. Language and Law

The Law governing the Contract and the Language of the Contract are **stated in the SCC.**

4. Project Manager's Decisions

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

5. Delegation

The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

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

The Contractor may subcontract with the approval of the Project Manager, in compliance with the relevant provisions. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

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

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as **referred to in the SCC**, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Project Manager requests the Contractor to remove a person who is a member of the Contractor's staff or workforce, 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.

10. Procuring Entity's and Contractor's Risks

The Procuring Entity carries out the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity'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 Procuring Authority or by any person employed by or contracted to him except the Contractor and subcontractors.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity'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 a Procuring Entity'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 a Procuring Entity's risk, or
 - (c) The activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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 Procuring Entity's risks are Contractor's risks.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Procuring Entity 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 SCC** 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 Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity 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 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 Investigation Reports

Contractor, in preparing the Bid, shall rely on any Site Investigation Reports **referred to in the SCC**, supplemented by any information available to the Bidder.

15. Queries about the Special Conditions of Contract

The Project Manager shall clarify queries on the **SCC**.

16. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Project Manager shall clarify queries on the **SCC**.

17. The Works to be completed at the Intended Completion Date

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.

18. Approval by the Project Manager

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Project Manager's approval shall not alter the Contractor's responsibility for the design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

18.5 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.

19. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

21. Possession of the Site

21.1 The Procuring Entity 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 SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

22. Access to the Site

22.1 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.

23. Instructions, Inspections, and Audits

23.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Entity.

24. Disputes

If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contractor 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.

25. Procedure for Disputes

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

25.2 The Adjudicator shall be paid by the hour at the **rate specified in the BDS and SCC**, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Procuring Entity 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.

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

26. Replacement of Adjudicator

The Adjudicator resigns or dies, or should the Procuring Entity 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 Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

B. Control of the schedule

27. Program

- 27.1 Within the time **stated in the SCC**, 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.
- 27.2 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.
- 27.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** 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.
- 27.4 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.

28. Extension of the Intended Completion Date

- 28.1 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.
- 28.2 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.

29. Acceleration

- 29.1 When the Procuring Entity 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 Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 29.2 If the Contractor's priced proposals for acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

30. Delays Ordered by the Project Manager

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

31. Management Meetings

- 31.1 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.
- 31.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. 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.

32. Early Warning

- 32.1 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.
- 32.2 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

33. Identifying Defects

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.

34. Tests

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.

35. Correction of Defects

35.1 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 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.

36. Uncorrected Defects

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

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2 **The Bill of Quantities is used to calculate the Contract Price.**

The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 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.

38.2 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 Procuring Entity.

38.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

- 40.1 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 requestor within any longer period stated by the Project Manager and before the Variation is ordered.
- 40.2 If the work in the variation corresponds with 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 38.1 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.
- 40.3 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.
- 40.4 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.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash Flow Forecasts

When the Program 1 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.

42. Payment Certificates

- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
-

42.6 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.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest equivalent to 1/1000 for every day of delayed 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.

43.2 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.

43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following shall be Compensation Events:

- (a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
- (b) The Procuring Entity 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 Procuring Entity, or additional work required for safety or other reasons.

- (h) Other contractors, public authorities, utilities, or the Procuring Entity 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 Procuring Entity's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

44.2 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.

44.3 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.

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

45. Tax

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 47.

46. Currencies

Where payments are made in currencies other than the currency of the Republic of Rwanda, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

47. Price Adjustment

47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. 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 indicated below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

- 47.2 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.

48. Retention

- 48.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion **stated in the SCC** until Completion of the whole of the Works.
- 48.2 On completion of the whole of the Works, 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.
- 48.3 On completion of the whole Works, the Contractor may substitute retention money with an “on-demand” Bank guarantee.

49. Liquidated Damages

- 49.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** 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 SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 49.2 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 43.1.

50. Bonus

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

51. Advance Payment

- 51.1 The Procuring Entity shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity 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.
- 51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for the 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.
- 51.3 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.

52. Securities

- 52.1 The Performance Security shall be provided to the Procuring Entity not later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank of the first order or surety acceptable to the Procuring Entity, 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.

53. Day works

- 53.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Day works 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.
- 53.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

54. Cost of Repairs

54.1 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. completion of the Contract

55. Completion

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 work is completed.

56. Taking Over

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

57. Final Account

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.

58. Operating and Maintenance Manuals

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

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

59. Termination

59.1 The Procuring Entity or the Contractor may terminate the Contract if one or another party causes a grave breach of the Contract.

59.2 Grave breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for 60 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 60 days;
- (c) The Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for reconstruction or amalgamation;
- (d) A payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 90 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; and
- (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 SCC**.
- (h) If the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (i) (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

59.3 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 59.2 above, the Project Manager shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

59.5 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.

60. Payment upon Termination

60.1 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 **indicated in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

60.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, 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.

61. Property

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

62. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity 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 afterward to which a commitment was made.

63. Suspension of Fund from the Funding Authority

In the event that the Funding Authority suspends the fund the Procuring Authority, from which part of the payments to the Contractor are being made:

- (a) The Procuring Entity is obliged to notify the Contractor of such suspension within 7 days of having received the Funding Authority/Agency's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

Section V. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is 12 months.
GCC 1.1 (o)	The Procuring Entity is ICPAR.
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be 3 months.
GCC 1.1 (u)	The Project Manager is: To be defined during contract drafting
GCC 1.1 (w)	The Site is located at Kacyiru, Gasabo District
GCC 1.1 (z)	The Start Date shall be: January 2020
GCC 1.1 (dd)	The Works consist of REHABILITATION AND TRANSFORMATION OF ICPAR BUILDING ANNEX
GCC 2.2	Sectional Completions are: not allowed.
GCC 2.3	The following documents also form part of the Contract: Agreement, Letter of Acceptance, Contractor's Bid, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings, Bill of Quantities, and Any other document listed in the SCC as forming part of the Contract.
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Rwanda.
GCC 8.1	Schedule of other contractors: none.
GCC 9.1	Key Personnel: Contract manager: civil engineer with a bachelor's degree in Civil Engineering, 5 years- experience as a contract manager for construction of civil works

	Site foreman: bachelor's degree in Civil Engineering with 3 years of experience as a site foreman in Construction
GCC 13.1	The minimum insurance amounts and deductibles shall be 5%
GCC 15.1	Queries. None
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance.
GCC 27.3	The period between Program updates is 7 days. The amount to be withheld for late submission of an updated Program is 1/1000 par day
C. Quality Control	
GCC 35.1	The Defects Liability Period is 12 months.
D. Cost Control	
GCC 46.1	The currency of the Procuring Entity's country is Rwanda Francs.
GCC 47.1	The Contract is not subject to price adjustment in accordance with GCC Clause 47, and the following information regarding coefficients does not apply.
GCC 48.1	The proportion of payments retained is: none
GCC 49.1	The liquidated damages for the whole of the Works are 1/1000 of the final contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.
GCC 50.1	The Bonus for the whole of the Works is 0 % per day. The maximum amount of Bonus for the whole of the Works is 0% of the final Contract Price.
GCC 51.1	The Advance Payments shall not exceed: 20% and shall be paid to the Contractor no later than 30 days.
GCC 52.1	The Performance Security amount is 5% of the final contract price. It will be Bank Guarantee or Surety from Financial Institution.

E. Finishing the Contract	
GCC 58.1	The date by which “as-built” drawings are required is 15 days.
GCC 58.2	The amount to be withheld for failing to produce “as-built” drawings required in GCC 58.1 is 1/1000 per day.
GCC 59.2 (g)	The maximum number of days is:30 days. _____
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is 10%. _____

Section VI. Specifications & Performance Requirements

Specifications

Site Location and Conditions:

Site is located at Kigali KAMUTWA/KACYIRO/GASABO. The plot of land to be developed in Phase I is approximately 1842 Sqm in size.

The contractor shall be deemed to have inspected the site and thoroughly acquainted himself with the site conditions availability of water & electricity for construction, storage space for materials, work area available for construction, disposal/stacking of surplus earth from excavation of all kinds of soil/rocks and to acquaint himself with the general nature of the site, sub-soil water table and its other features likely to affect his tender and construction of works. No claim/extension of the time whatsoever shall be entertained on account of prevailing site conditions.

EXECUTION WORKS CONSTRUCTION ECDs IN NGOMA DISTRICT (JARAMA AND KAZO SECTORS)

BOOK OF SPECIFICATIONS

A. Generals

1. Introduction

This book of specifications is one of the elements of the contract of the project.

The standards and norms to be applied for execution of the project are those acceptable in Rwanda, or European Standards specifically British Standards (B.S.)

On the other hand, works are executed in respect of the rules and other clauses in regards to the protection of workers and their insurance:

2. Plans and other documents

(1) Plans provided by the client in the annex of this bidding document(B.D) and indications related to the existing situation, either plan metrically or arithmetically are simple indications and therefore are not compulsory complete and definitive.

(2) Documents to be provided by the contractor :

In respect of the execution of the project, structural analysis is provided by the client, and the contractor must do the soil mechanic analysis or Geotechnical investigation and submit the report for approval by the project manager or his representative. He shall provide the bill of quantity filled with prices and planning of each item of works. Theses documents will be introduced as the works go on. Each document must be signed, dated by the contractor and the technician who has prepared it.

3. Origin of materials and equipments.

The bidder must attach to his bid the list of materials, which he intends to import for execution of the works.

The details and specifications related to its importations are subjected to the Book of administrative clauses of the contract.

The material, tools, equipment, and supplies necessary to the execution of the contract must respond to the specifications of the bidding documents.

The various origins must be specified in contractor bid.

The contractor shall not modify the origin of the supplies or material after the approval of the Employer.

The supplies of all materials affected directly or indirectly to the execution of works of this contract are incumbent upon the contractor, who must affect all suppliers and the necessary stock to ease the continuing execution of works.

He shall not leave his responsibilities to the Employer on account of fault of stock supplies or the break-up of the stock, nor to invoke the failure of the suppliers to whom does he have the free choice. This is equally valid for the materials and purchased supplies or supplied and stocked in the Republic of Rwanda.

4. Supplies and the approval of materials

The supply of all materials intended for the execution of this contract incumbent upon the contractor, who must submit their provenance, the technical specifications of their suppliers to the Project manager for approval before their use within a reasonable time in order to respect the contract period for execution. The origin of all materials and supplies must respond to the instructions and requirements of the partner.

5. Provenance of the artificial materials

The artificial material comes from the industries acceptable by the Employer.

The contractor submits to the Employer for approval within a period of 15 days following the date of order, the list of suppliers for supplies which they are in charge. The contract must inform the Project manager the different supplies to be provided. In no circumstances, he shall argue if the project manager request to proceed with tests and control, to justify the use of the material which are not complying.

The contractor makes execute at his fees the tests of material reception by the acceptable laboratory by the Employer.

The contractor will hold daily to the project manager the availability for the control of the book where he will mention on a daily basis the different materials delivered.

Prior the contractor submits to the project manager for approval the model of Form to use.

He will hold for each material the book of test and control.

This book will show all information related to each material, the date of delivery, of sampling, the temperature, Test results, etc.

The contractors will present the model of the book for approval by the Project manager (Supervisor).

6. Provenance of natural materials

The materials intended for the construction will come from:

- Nearby Lodge in use,
- The lodge that the contractor must search for,

These lodges will be analyzed by the contractor and submitted to the project manager for approval. The material intended for the construction of items of works must satisfy the conditions of this Book of Specifications.

The contractor remains solely responsible for the quality and quantity of the materials to be used.

Indemnity of the lodge sites owners will be in charge of the contractor.

The contractor should respect the standards and prescriptions in terms of Environmental protection. For this, among other things, it will be necessary to remove all the material wastes on the whole site concerned by the rehabilitation works, as well as inside the constructions.

The present Book of Standards and the plans make an individual set on which it will be referred each time when in need. These documents are interrelated such that a work specified in the plans without being specified in one of other documents or vice-versa has to be executed by the contractor without any allowance.

It is the same for all supplementary works which are not indicated in some or other documents but generally admitted necessary to the normal accomplishment of the execution of the enterprise with a perfect quality.

By the fact of the bidder, the contractor recognizes exclusively the responsibility of execution of his enterprise and good functioning of his installations.

The contractor will be supposed to have visited the sites, and have formulated his prices on the basis of his proper analysis. It will be finally considered, to report to the Employer, the errors, defects or contradictions between the documents which wouldn't be considered during the study. In case of defects in the description of certain particular works, it will be considered to realize them according to all the rules; after having informed the Employer and obtain the endorsement.

The price for substitution of materials or damaged equipment should include their dismantling and their evacuation, as well as the supply and fitting of new materials or equipments including every suggestion and adjustment of parties of damaged works by dismantling the site.

7. Standards, tests, quality marking

All the works and supplies should comply with the prescriptions of Rwandan or European standards in use and have to be approved. The standards will be considered in their valid publishing at the time of the publishing date of the bidding document. These standards may be replaced, with a preliminary approval of the Employer, by the other standards in use in one of

the member countries of European Union (EU) or in the Republic of Rwanda as long as they are of the same or superior quality.

The materials and elements for which there has been created a professional quality standard should be used absolutely.

8. Execution of works

The materials will be used according to the rules of engineering and good construction.

9. Respect of prescriptions and dispensation

It is up to the contractor to present before submitting his bidding documents submission all the observations regarding the technical prescriptions and plans. The fact to tender constitutes an engagement of the contractor to respect the mentioned prescriptions and precisions.

In his offer, the tender should not move aside the stipulation of plans and documents of the consultant.

However, the bidder is at liberty to submit the price for every solution which will be likely to realize an economy or a technical advantage. In this case, he will mention precisely the materials and the fitting model he suggests to use.

The contractor should neither provide any change to the project nor to anticipated means of execution. It is considered, on these funds, to immediately replace works or parties of works, However, if the principal recognizes the changes done by the contractor can be accepted, the contractor will not have any right to increase the price with respect to the dimensions or the highest value of the works or materials being used. If on the contrary, the dimensions are very weak or the least value, the prices are reduced accordingly.

10. Authorization and Professional qualification

The professional enterprises will have relative government authorizations, as well as necessary professional qualifications for the execution of described works.

They should supply the justification on demand by the Employer.

11. Verification of the bid

The contractor will examine the written documents and plans that will be submitted to him; he should verify the value, enumerations, descriptions, and drawings and point out without time limit all the errors or defects that he may raise and all the difficulties that he may predict.

In case the notice is given before the approval of the offer, the contractor will endorse the consequences that will result in these errors or deficiencies; he will not pretend to any increase of payment or allowance. It remains of course that he will realize all the works or unexpected works for arriving at the entire and perfect achievement of works according to the rules.

12. Qualification of materials

In a general manner; the contractor should supply on demand of the Employer all the documents, transport letters, product identification, etc related to the materials to be used. He will execute on his funds the trials in accordance with the prescriptions of standards that the Employer will consider to be relevant.

The Employer has the whole right to supervise and, inspect permanently, as for the sites and the industries, the strict execution of the special Book of charges, as far as origin, quality of materials, manufacturing, and making of pieces are concerned, without prejudice to reception at work.

Only the Employer or his Representative can authorize the use of products similar to those prescribed that he considers being of equal or superior quality.

The Employer has the right to correct every defect noticed during or after the execution of works on the funds of the contractor.

13. Deposit, piles

Deposits and piles will not go beyond the maximum charge admissible of bearing elements that have to be indicated in a permanent manner and easily perceptible.

Deposits and piles will be fixed up, preserved and removed such that workers are not threatened by objects that fall down, overturn or by flowing substances.

The existing space between the piles and the main deposits as well as their proximity to installations and the exploitation materials should not constitute a danger to the personnel. A safe space of at least 4.00m should be respected between the deposits and the mobile mechanical pieces, such as raising apparatus and of fixed transport or moving on rails.

If this measure cannot be respected for technical reasons, the security should be guaranteed on the other way.

Deposits and piles should be protected against all the external effects susceptible to cause the chemical and physical degradations dangerous to the stored material and to deteriorate the packages.

14. Entry and stay interdiction

The contractor should watch that all the dangerous parties of the bearer are closed or pointed out separately.

The employees should strictly use the system of roads, entries, and exits that are authorized to them, they should have access to the different parties of the bearer in accordance with their tasks or if they have been expressly deployed there. The access to the compounds and closed places or pointed out by interdiction boards is prohibited to the personnel without permit.

It will be prohibited to unnecessary stay in the dangerous locations, in particular, below the suspended loads, in the circulation locations and in the area of vehicular action and other mobile machines, as well as in the locations of circulation and transport without visibility.

15. Inspection

The security of installations should be verified before their first use, then to regular intervals as well as the occasion of transformation and reparation works. This inspection should permit to detect at least the damages and visible defects with the naked eye.

16. Installations signals

If the good functioning of an installation requires the user to ensure constantly certain technical data, it is a must that the installation should have in a durable and probable way the following inscriptions:

- Identification sign of the installation
- Data on the limits of earnest request for example loads, rotational speed and maximum admissible pressure.
- In accordance with what proceeds, it is a must to post up the employment model of the installation and notify the use of all the possible dangers.

If certain prescriptions for accident prevention obstruct the carrying out of preparatory works, of maintenance and reparation, the execution should be entrusted to the competent persons, able to prevent immediately possible dangers.

If substances that are easily inflammable are stored in sufficient quantity for inciting a fire, the stocking region should be separately and continuously pointed out.

In the regions with a high fire risk, the rising flames and other sources of inflammation are prohibited. It is forbidden to smoke in those places.

The interdiction should be separately and continuously pointed out. The fire fighting apparatus will be fitted with respect to the nature and dimension of the enterprise. They should be ready to work at any moment and should not be damaged by climatic effects, vibrations or other external influences.

The manual extinguishers should be easily and immediately accessible at any moment. The extinguishing equipments should be separately and continuously pointed out as long as they are released automatically or they are controlled manually from a central station.

17. Generalities

The contractor will remain entirely responsible for all the perturbations or all site movements. He will not get any allowance for the subsidiary works namely on account of:

- a) The nature of the site (excavation, handling, removal)
- b) Excavation executed in the saturated mud
- c) The excavations, handling, and removal of soaked or infected excavated materials.
- d) The excavations and handling executed in the hindrance of supporting walls, being exploited in small parties.

Any supplement should not be accepted on account of the possible presence of water coming out of ponds or reservoirs.

18. Supporting walls, armor plating, debris

As long as the execution of excavations for foundations is underway, the contractor should on his own responsibility and his funds, proceed to armor plating that would be considered necessary.

19. Flow of water

The contractor should on his responsibility and his funds, organize his site so as to get rid of every kind and origin of water, to guarantee the natural or canalized flow, to protect the works and the riverside properties against all the possible damages.

20. Scouring

Before establishing the foundations, the soil at the interior of the buildings and on the area whose dimension is fixed in the bills of quantity should be worked out and cleaned. The prices will take into account this subjection as well as other difficulties such as the evacuation of every object of any kind except the stony materials that may be, without a fatal effect, sunk in the embankment.

21. Mechanical evacuation of land

Unless they are used entirely on the spot for execution of embankments, the exceeding land coming from the excavated materials and sites should be removed by the contractor, up to the deposit reserved by the administration for this purpose.

B. MATERIAL DESCRIPTION

I. SITE INSTALLATION

Installation works of the site and fold include various works for general land preparation, general installation of the site and general services of the enterprise for all required works: The supply and fold of the materials, basic installation, and vehicles needed on the site and all necessary installations for permanent maintenance for circulation for all the works.

These installations are temporary but have to be related to the technical specifications and hygiene.

At the end of the works, the contractor will remove all the useless site installations and will hand over the contract in good condition of the site.

This installation includes among other things the following operations:

1 The acquisition or possible temporary occupation of the terrain necessary for the basic

Installation of the site. This terrain will be arranged not far from the actual site if the later does not provide sufficient space for that purpose.

The placements, access, dimensions, form of the possible terrain will be approved by the Master of Works.

2 The arrangement of the terrain with a plan and stiff surface that can be used as stocks for materials and construction equipments; the construction of the deposit, the arrangement of the site components and workshop with respect to the plans provided by the Site Manager and approved by the designer, the stocking area and deposit that will not obstruct the circulation of the site engines and good progress of works, the Contractor's offices and laboratory offices possible for the site and having all the required equipments for testing the materials before their use.

These various rooms for the site used as offices, sanitary accommodations and workshops will be properly maintained, properly equipped with furniture and cleaned.

The contractor's office will be provided with Information technology equipment and other office equipment in good conditions for managing and executing all the works on the site.

3 The site office for the Representative of the Designer will consist of two offices, sanitary accommodation and a conference room with equipment which can accommodate ten persons.

4. The site will be provided with two boards of the site as specified by the Architect and laid at the specified locations with respect to the prescriptions of the Book of Technical Specifications and the article 12 of the Book of Special prescriptions that will be dismantled at the end of the works.

6. The placement of scaffoldings that will serve in the long run during painting, masonry works, concrete works, and others.

7. The contractor is required to get the generator available during the provisional and final works reception.

II. FOUNDATION WORKS

1. SITE MARKING

It will consist of determining the landmarks for the excavation of foundations with pins; posts etc and make the plan for the building to be built by using the topographic equipments (theodolite, level, Jalon, mire,)and the experts required.

2. EXCAVATION FOR FOUNDATION

The excavations for the foundation will be done till the soil susceptible to support the applied load. In any case, the excavations are 1200 mm minimum deep in underground soil; the excavation will have in principle a width of 600 mm. The bottom of the excavation will be perfectly erected, watered and surfaced before pouring plain concrete and for foundation. It will be formally forbidden to fill up the excavation on unstable soil.

Shafts for column foundation will start from reduced level and will be equally excavated on a level as indicated on plans

The foundations will rest on a concrete block. This later rests on another concrete floor slab block of 50 mm width.

A water tightness membrane (roofing membrane) will be placed between the elevation masonry and foundation masonry so as to ensure isolation against humidity, foundation masonry should be smooth before placing of the water tightness membrane. The possible expenses for deposits and loans will be taken in charge by the contractor.

Deposits and loans will be done beyond the public ways and their applications should be approved by the designer.

3. ANT TERMITES PRODUCTS

The contractor must treat the whole site surfaces against termites by using appropriate chemicals product of high quality and it will require approval from the Project Supervisor.

4. STONE FOUNDATION

It is realized with strong and sound stones. Stones should not deteriorate, pure and free from clay, if necessary they should be cleaned when in use. They should be soaked for ensuring a good mortar adhesion. They should be assembled and joined such that there should be no empty space.

On the visible sides, joints should be filled and smooth so as to obtain a possible homogeneous surface.

Mortar has the ratio $\frac{1}{4}$ measured in volume of cement/sand. This ratio can reach $\frac{1}{3}$ if the sand is very fine (more than 80% is less than 0,5 mm - see sieve index curve).

In general, cement mortar to be used for execution will have a mixing ratio of 300 kg of cement in m^3 of fine and medium sand

5. ISOLATION ROOFING

This will consist of a bituminous layer on the foundation for protecting the masonry against ascending humidity. The bituminous layer will be a protective membrane of polythene type; 1000 gauges.

5. MASONRY OF ELEVATION WALLS IN CLAY BURNT BRICKS: Ep. 20cm

1. Les bricks respond to the norm Belgian NBN 118. The resistance of rupture The compression is not lower to 60bars (according to test normalized NBN B.24.201). The absorption of water is not superior to 15% of the dry weight.

2. The advancement of the masonry makes itself uniformly of aplomb and level. In no point of the walls, the out aplomb cannot be superior to 1% of the Height nor to exceed 2cm. The tolerated absolute gap is of 1 cm on any

Dimension takes to the plans. The mortar of cement is measured out to 250 kg/m³.
Specifications: to see Generalities.

3. The bricks are immediately moistened of water before implementation.

4. The beds of bricks are constituted alternately of pennycresses

5. It requires the elevation with tubes 80 X 60X4mm fixed into the ground with the reinforced concrete sole of ϕ 10. The sole dimensions are 50X 50X30 cm³

Q dcb₇^{900L}.

IV. CONCRETE

A. Generalities

1) Sand

Sand for mortar and concrete will be provided from the sites near the materials being used.

The contractor has to submit under the approval of the Project Supervisor on the chosen site for supply of sand and the quality has to satisfy all conditions of the present book of technical prescriptions as described below.

For the present case, the local sand site will be identified and be recommended. However, the contractor will have the permission to submit under the approval from the Project Supervisor another equivalent site deposit.

Prescription elements for the concrete and mortar composition

Sand for mortar and concrete

Sand for mortar and concrete will be stiff, proper, sound, screened with care and cleared of any organic or earthy rubbish, the equivalent of sand of diverse fine granulates will not be less than 75 for concrete and 70 for mortar.

The laterite materials are not accepted as aggregates.

The granular analysis shall fulfill the following conditions:

- Sand for plain concrete

The maximum proportion of the detained elements on the sieve category of 38, sieve of (5) mm, has to be less than 10%.

- Sand for mortar

The maximum proportion of the detained elements on the sieve of 35, sieve of two and a half (2, 5) mm, has to be less than 10%.

- Sand for reinforced concrete

The granular analysis should be in the following rank:

Weight proportion of elements passing the sieve of:

0.16mm	0.315mm	0.65mm	1.25mm	2.5mm	5mm
2 to 10%	10 to 30%	28 to 55%	45 to 80%	70 to 90%	95 to 100%

It will be introduced a unity of sand equivalent (SE) by fifty (50) m³ of sand and a granular analysis percent (100) m³.

2) Concrete Aggregates

The concrete aggregates will be carried out from the neighboring sites like those of KIBUNGO or others under extraction or the sites that the contractor may find out. In this case, he shall respect the standards and prescriptions regarding the environmental protection and will take in charge the compensation fees for the landowners

The contractor has to submit under the approval of the Project Supervisor the chosen site for its supply with aggregates whose quality has to satisfy the conditions of the present book of technical prescriptions as described below.

Aggregates for making concrete should be free from external materials, organic materials, dust, mud and adherent clay.

They are extracted from the deposits and grinding of sound stones, hard and compact which placement suggested by the contractor should be accepted by the client or his Representative. The coarse and fine aggregates should have a regular form and should neither belong nor flat. Their longevity and workability in making concrete should satisfy the cubic tests of the concrete.

The granular analysis of the sand mix-coarse aggregates for different qualities of concrete should lie within the following ranges:

- Concrete grade 25 (or mix of 350 kg in m³ of concrete): favorable ranges
- Concrete grade 15 (or mix of 200 kg in m³ of concrete): favorable range or useful.

The aggregates should be round or shaped presenting a California Bearing Ratio (CBR) at least equal to thirty-five (35). The litterate materials will not be treated like aggregates.

The maximum proportion in weight of the aggregates for making concrete passing the sieve 34 (sieve of two (2)) should be less than 2%.

The proportion of materials susceptible to be eliminated by decantation following the process of the NFP 18-302 standards should not exceed 1%.

The stages of granular analysis will be as follows:

	SIEVE (mm)
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CONCRETE	INFERIOR	SUPERIOR
Thick concrete	3	40
Thick foundation concrete	3	30
Reinforced concrete	3	25

The weights of the aggregates detained on the sieve correspond to their stage of granular analysis superior to the ones passing from the inferior sieve will be the one and the other inferior to 10% of the initial weight used is sieve analysis.

It will be established as a control measure a proportion in weight of aggregates passing the sieve 34 (2mm) including if possible the determination of plastic index of elements lesser than (2) mm in fifty (50) m³ of aggregates.

Composition, Manufacturing of mortar and concrete

a) Composition of mortar

Mortar will have the following composition according to the nature of the material in cubic meter of dry sand

MORTAR	WEIGHT OF BINDING AGENT/m ³ OF SAND	SIEVE INDEX	CONDITIONAL PRODUCT	DESTINATION
M1	500 kg	0-2 mm	Hydrofuge sika or similar	Water-tight interior coats
M2	400 kg	0-2 mm		Ordinary coats.
M3	300 kg	0-2 mm		Rough masonry

a) Concrete Composition

The designation, mixing ratio of binding materials, destinations and compressive stress of different concrete grades in the following table:

	DESTINATION	MINIMUM MIXING RATIO (kg/m ³)	COMPRESSIVE STRESS (AFTER 28 DAYS)
B0	Plain concrete and blocking	150	
B1	Foundation concrete, heavy supports, and side channels	250	180
B2	Reinforced floor slabs, side slopes, drain channel, etc.	300	230
B3	Reinforced concrete in elevation (for smooth pavements), retaining walls, pit.	350	270

B4	Reinforced concrete for special elements: roof slabs for sight-seeing, septic tanks for wastewater	400	330
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Composition of B0 and B1 concrete grades are as follows:

DESIGNATION	WEIGHT OF BINDING MATERIALS (kg)	SAND (kg)	AGGREGATES (kg)
B0	150	420	840
B1	250	420	840

The contractor should present to the designer his observations on the composition of concrete grade B0 and B1 and submit on his approval the volume of water to be included by m³ of these concrete categories in the required time in order to respect the contract period. The composition of concrete B2 to B4 is up to the contractor. The contractor should submit to the Representative of the Designer his proposals and his study on the composition of concrete B2 and B4 in sand, medium aggregates, and coarse aggregates, and water sixty (60) days timetable before the scheduled date for execution.

The schedule given to the Representative of the designer for informing about his approval or his observation is fixed to twenty (20) days.

The consistency of wet concrete B2 to B4 should be such that sinking measured on Abrams cone remains between twenty-five and forty millimeters (25 and 40).

b) Study and concrete control

The contractor has the responsibility to proceed with study proofs and convenience in important time for respecting the execution schedules howsoever the execution schedule maybe for those proofs.

In general, the composition, technical condition for execution, trials and their interpretations will be executed according to the prescriptions of Section 65 of the Book of General Technical Clauses (French Ministry of Urbanism, Accommodation, and Transport).

➤ Study proofs

Only concrete types B.2 to B4 are subjected to the study proof by the contractor in the case study of concrete. The contractor will present this study to the Master of Works for approval. The Master of Works would authorize the contractor on his risks as a study proof, the results of trials related to his previous sites, according to the consistency of these results and on condition that the materials used are by nature, designation and origin strictly similar in every consideration and the mixing ratio is maintained.

➤ **Consistency proofs**

Only concrete B2 to B4 will be subjected to the consistency proof.

It will be done on the site before starting the works, a sample concrete for every concrete workshop. We consider the concrete workshop, a determined set of apparatus either fixed or movable from a site to another offered by a determined team.

The Representative of the designer would authorize the contractor for effective concrete manufacturing and tensile and compressive stresses at (7) days are at least equal to 80% of the tensile stresses required for (28) days.

If tensile and compressive stresses at (28) days are not equal to those required, it is up to the contractor to present a new sample after making the necessary improvements.

➤ **Control proofs**

Control proof includes the resistance trials to the compression at (7) days and twenty-eight (28) days. The tensile stress by circular bending or Brazilian trial at seven (7) and twenty-eight (28) days and the consistency data of the wet concrete (Abram's cone).

The minimum number of test tubes to deduct and the rate of deduction will be as follows:

- At 3 minimum cylinders and three (3) prisms by party for each trial.
- The consistency trials on wet concrete, one Abram's cone for every starting concrete mixture.

d) Mortar and concrete manufacturing

➤ **Mortar**

Mortar will be preferably manufactured mechanically.

Instruments for mechanical production should allow the mixing proportion of the mortar (including the water ratio). Their type and working techniques particularly the mixing time have to be accepted by the Master of Works. Mortar has to be used immediately after its making. Every mortar that has already dried will be rejected and shouldn't be mixed with fresh mortar.

Concrete

For concrete, the manufacturing equipment will be:

- Either of vertical axle
- Either of the shell type
- Either of horizontal axle with a reversing drive

The constituents will be introduced in the manufacturing equipment in the following order: coarse and medium aggregates, cement, sand, and then water. In all the cases the incorporation of a dry lime for further addition of water is forbidden.

The use of any additive materials has to be approved by the Designer.

e) Concrete transportation

The maximum time between concrete manufacturing and placing should be defined according to the external temperature and ways of transport will be subjected to the approval of the Representative of the Designer.

He can offer his agreement depending upon the results of the additional proof of information on transported concrete. This proof should be entirely on the Contractor's responsibility.

Any remains of concrete or mortar are not acceptable. The contractor has to recuperate the entire surplus and keep it in a deposit in a location accepted by the Designer. The materials in a deposit have to be covered with an earthy layer.

f) Prior reception to the concrete placing

Prescriptions of articles 20 and 21 of section n^o 65 of the Book of General Technical Clauses (BGTC) are completed as follows.

Before making use of concrete, the contractor will inform the Representative of the Designer of Works for receiving the excavation site, shuttering and structural plans.

- Shuttering and possibly supporting walls will be in wood, metallic or others, on the choice of the contractor. This should satisfy the quality of the employed material by request from the Designer.
- Frameworks should be cleared of materials that do not stick to them such as oil, paint, rust scratches, earth, etc, before placing in shuttering.
- Bars will be necessarily curved in cold respecting structural plans of the enterprise.
- Frameworks have to be sufficiently stiff to preserve their place during concrete works, binding with crossings, rest, building context and concrete wedge in touch with shuttering or with bottom of excavation.
- The covering length of the frameworks will be equal to 35 times the diameter of the bar taken into consideration.

g) Placing the concrete

For preventing segregation, it will be forbidden to let the concrete fall in scaffoldings at a height higher than one meter and a half (1,50 m). Concrete types B2 and B4 should be vibrated using interior vibration machines. The vibration time should be checked such that there should be no segregation or exit of water on the surface. There should be no contact with scaffoldings or frameworks.

After concrete works, the surfaces of the works will be strictly protected by using doormat, or linen maintained wet night and day by repeated watering as many times as necessary.

Curing of other mortar and concrete could be done by using humidity or another temporary impermeable location. The curing product suggested by the contractor has to be necessary approved by the Designer.

Any delivery of curing products will urge a certificate presentation of their origin indicating the limiting date beyond which the products have to be rejected.

Curing is applied at the definitive surfaces or the repeated surfaces. In this case of using curing products on the repeated surfaces, a proper purification of those surfaces is necessary before pouring the concrete in these surfaces.

Any remains of concrete or mortar are not acceptable. The contractor has to recuperate the entire surplus and keep it in a deposit in a location accepted by the Master of Works. The materials in a deposit have to be covered with an earthy layer.

2) Cement

The supply of cement will be provided by the contractor. The cement has to be issued from a well-known cement factory recognized by the Master of works. The contractor has to submit the industrial certificates that prove the technical characteristics of the cement. The cement will be of the category artificial Portland cement of PN 400 class, according to the Rwandan or European standards.

In case there is doubt about the quality of cement, the client would do the trial tests on the budget of the contractor. Cement will be delivered in undamaged bags; the delivery in bulk is prohibited.

The stocking should be done in dry rooms, closed and protected against humidity; bags should rest on wooden elevated blocks and have to be deposited in blocks roughly of 50 tones. Bags coming from different locations should be kept separately.

By using the cement, a rotation of stocks has to be respected.

Any cement having any trace of humidity while in use has to be rejected

3) Mixing water

Mixing water has to be supplied by the contractor. It should have all the physical and chemical qualities as established by NFP18 303 standards.

In addition to that, mixing water should contain neither more than two (2) grams by liters of suspension materials nor more than two (2) grams by liters in dissolved salts. It should be free from sulfates, chloride and organic materials.

The origin of water should be stimulated by the contractor with approval from the Representative of the Master of works.

5) Steel

Steel bars for concrete frameworks will be joined with high adhesion of diameter varying between 8 and 25 mm, they will be of the following:

- B.S. 4461 or equivalent
- Elastic limit 345 N/mm² minimum
- Resistance to traction 475 N/mm² minimum

The frameworks have to be free from stain, oil, earthy materials, etc. While using them, they should be entirely cleared from non-adherent rust.

The frameworks will be fastened with a bind suitably in a sufficient number so that there should be no move while placing concrete.

6) Shuttering

Wood shuttering will present a sufficient rigidity for resisting without sensible deformations against load and shocks. They should be sufficiently watertight. These shuttering have to be made with care with a tolerance of + or -2 mm on a scale of 2m.

The choice between wood shuttering and metallic shuttering is at the mercy of the contractor, but the types of works to be done would determine the choice of materials.

7) Structural plans

Frameworks should comply with British standards B.S 4461 or similarly approved European prescriptions.

The following steel types may be used:

- Steel rods with high adhesion (Y max 40 mm) of B .S 4461
- Grids joined with earthy tiles of the type BRC 4483 A142
- Smooth steel rods (R 8 mm).

Smooth steel is commonly used, especially for works in contact with water or with aggressive substances and for other works for which the frameworks can be bent and then set up again before concrete works.

The radius of curvature and the covering lengths comply with British standards. Frameworks will have at least 3 cm for the parts of works in contact with water or with earth and at least 2 cm for other parts of the works.

The acceptable gaps in the position of frameworks are 1 cm maximum with respect to the indications of the plan.

The structural plans are kept in place with the help of wedges in mortar in a ratio of 1:4 or special pieces in synthetic materials.

The price of structural plans is included in the price of Reinforced concrete.

8) Reinforced concrete

It will consist of making use of reinforced concrete with help of steel frameworks and whose cement/sand ratio should be of category 25, sand and gravel should be of superior quality; scaffolding and structural plans being described above.

Concrete B (Plain concrete)

It consists of a non reinforced concrete of mixture cement, sand and gravel of category 15 (the cement description, sand, and gravel being described in the present technical prescriptions.)

B. Concrete works

1. Plain concrete B

It consists of a non reinforced concrete achieved with help of a mixture of cement, sand, and gravel of category BO (mixing ratio 150 kg/m³), cement composition, sand, and gravel being described in the present technical descriptions.

2. Reinforced slab floor

Slab floors will be of normal reinforced concrete, poured on the site, category 25 (350 kg/m³), well vibrated with a thickness of 15cm.

Frameworks will be in steel of high efficiency produced in cold of various sections as specified in graphic documents.

Concrete will be poured on a watertight shuttering, with a uniform wooden or metallic surface supported by supporting walls.

The lower side of the slab floor should be covered with Sand/Cement/lime mortar coat and plaster while the upper side should be covered with ceramic tiles.

3. Plain cement plastering

The work consists of:

- The preparation of the support: removal of the impurities, nails, elements of construction, etc.... scouring of the materials going out of the plan of the visible elements, stopping of the holes, scratching of the masonry joints, humidification of the support;
- The sealer in two layers, of a total thickness of 1, 5 to 2cm. The mortar is an illegitimate mortar of the ratio of 250 kg/m³. The first layer is made rough before the application of the finish layer that is smoothed. In the expenses will be foreseen the sandings to the green paper, the wall lamp of the sealer in order to get a very smooth final layer, without reliefs, uniform on the whole surface. The partitions are cleaned before painting.

4. Cement plastering and cement rough castings

Implementation:

The preparation of the support: the same that for the roughcasting made of smoothed cement. The layer of finish is achieved to the Tyrolese crushed of a uniform aspect on the whole surface. As for the smoothed roughcasting, the walls are cleaned before painting.

V. METAL WORKS

A. General

a) Introduction

Dimensions mentioned in execution plans and the details supplied by the Employer Works are the key openings. They have to be strictly respected. The person in charge has to establish the detailed and execution plans for all metal works and ironworks and submit under the approval of the Technical Control Bureau and supervision of works.

On the overall price of metal works and ironworks will be included: hardware materials, locksmith works, and glazery, fixing accessories, fitting. In every door's price is included a stopping door to be screwed in an earthy coating, steel type with a rubber stop.

Carpentry metallic works will be assembled by electric welding. On ornaments, welding should not present any discontinuity. Moreover, the welding traces will be carefully removed by smoothening on all the faces where they may be harmful against the aesthetic aspect or good functioning.

The stands for all the metal works will be equipped with stands of 200mm length, separated with 60mm maximum, with a minimum of 2 pieces by side. Door frames and window frames will be carried out in profiled mild steel of type HS.

Amount of door frames will be connected at a lower part with separating piece which is later drowned in an earthy coat. They are equipped with a spoil with a box for receiving a bolt and plunging it in a lock.

Glazed metallic works will be achieved from the tabular profiles in steel of width 2 mm, especially predicted to receive glazing.

The sides of wooden doors will be made of chipboard panel of a width of 30mm, of density 650 maximum; the panel is covered on one side and the other side with a perfectly smooth and combined veneer. Total width: 32mm.

The cylinder locks will be delivered with 3 keys. All the keys will be itemized and classified at the temporary reception in a cupboard and it is supposed that a copy should be given to a staff member of the contractor during the time of hand over.

All the metallic surfaces should be painted with two anti-corrosion layers in a workshop. When one will be supposed to produce a closed profile (for example the assembling of the profile HS and the profile U-HS), there will be a way to treat before assembling the parties that become inaccessible after assembling. The visible metallic surfaces after fitting have to be painted with

finishing glazed glycerophthalic paint. The paint description is indicated in the present Book of description. The coloring should be chosen by the administration.

At least two layers have to be applied. This number can be increased at the cost of the contractor if the opacity or level after drying is not perfect. Every layer should be preceded with a light scratch.

Interior doors should be in pure wood noble, sound, well dry, with humidity lesser than 15% and well dressed. Scratches, faulty undulations, and other defections have to be proscribed. The contractor remains responsible for all kind of drawbacks that may be produced after using wood which should not present any defection while in use.

Wood panels of doors should be painted with a glycerophthalic varnish of glazed finish, applied in two layers after polishing and closing.

Varnish description is indicated in the present book of technical prescriptions.

b) Wooden frame door works

Wooden frame door works will have an appreciable quality. However, before any manufacturing, the contractor will strictly have to present the representative samples for approval to the Master of Works or his Representative.

Wood will be immersed by soaking them before assembling and after using an anti-crypto Matic fungicide product and insecticide ensuring their stability and allowing future application, varnish or any other coating without spoiling the dye or the other related aspect

c) Doors in small boards

They are done in skeletons with the small boards in cypress or any other which can be painted. The cadres will be in eucalyptus.

The locks will be fixed indifferently from one side to another with 22.5 cm of height as the transversal axis.

d) Hardware

All the hardware materials have to be arranged: locks, hinges, and bolt will be of type UNION approved by the Master of works.

e) Glassworks

Glassworks for windows to be replaced or used have to be in ordinary glasses with a minimum thickness of 4mm. Glasses have to be clear and stretched. The sides will be flat; free from blister, blades, scald, sting, flash, and other defects.

f) Wood

Wood to be used has to get fungicide, insecticide and anti-cryptogamic treatment,

ensuring at the same time the stability in-depth and eventually permitting all the finishing coating. Wood has to be well dry with humidity lesser than 15%, it will be well dressed, without abusers, molding, vicious scratches or other defects.

Accessing ways to the ceiling will be positioned with respect to other materials under the approval of the Master of Works for aesthetic point of view.

B. Metals works

1. DOORS

Wooden single planed doors of 2100 X 900mm

Stiff wood will be of category Mahogany; grade GJ or approved similarly woods.

Doors will be single planed with a 6 mm width of category Mahogany sheet on the two-sided plywood. We will apply three varnish layers.

The hardware will consist of :

- a) Union type locks, of three driving lever, with a complete clearance of brass-finished handle
- b) Union type lock, of 100mm, brass finished

VI. ROOFING

1. Trusses

a) Metallic trusses

All the metallic truss elements and covering elements will be provided and fixed by the contractor or the approved sub-contractor.

Steel elements will be assembled by welding or with screws.

Truss elements will be of steel tabular profile in steel rectangles of 60 x 40 x 4mm or square sections of 40 x 40 x 4mm with fixing galvanized steel hooks, waterproof slices in rubber for coverage.

Truss elements will be protected by two anti-rust painting layers applied before placing and a brilliant oiled painting layer for the displayed tubes whose tinting will be approved by the Master of works.

The separated pieces will be fixed with screws, rivets or similarly.

Metallic trusses consist of the following:

Metallic trusses in tube of section 60 x 40 x 4mm

Purlins of section 60 x 40 x 2mm

2. Roof

a) Roof with autoportrait bacs BG 28 blue pre-painted

Skeletons have to be in metallic tubes of diameter (60x40) skeletons will be executed on the ground by respecting the set measures. Skeletons will indeed be rules so as to allow the

implementation of the later works including the crawling and the breakdowns which will also be in metallic tubes.

The cover will be in metallic sheet steels typical fixed BG28 by hooks suit good quality and referees has standard technical standards. The breakdowns and crawling owe treaties of the rust inhibitor.

3. Down PVC pipe PVC dia. 110

It consists of PVC pipes of 110mm diameter for evacuation of pluvial water coming from the roof. This also includes the fixing accessories of the pipes. (Ties,)

VII. FLOOR AND WALLCOVERING

1. Interior and exterior coats

Sand for coats will come from the neighboring sites where materials are being extracted (rivers, sites, etc.) or sites that the contractor may find out; in this case, he should respect the norms and prescriptions in terms of environmental protection and will take in charge eventual guarantee fees for the landowners.

The contractor should submit under approval of the Site manager the chosen site for its supply in sand whose quality should satisfy the conditions of the present Book of technical prescriptions as described below:

Prescription elements for mortar description

Sand for mortar

Sand for mortar will be hard, pure, sound, screened with care and free from all the organic and earthy rubbish. The sand equivalent and various fine aggregates should not be less than 75 for concrete and 70 for mortar.

Laterite materials are not accepted as aggregates.

The granular analysis should fulfill the following conditions:

The maximum proportion on the sieve category 35, sieve two and a half (2.5) mm, should be less than 10%.

Mortar description

Mortar will have the following descriptions depending upon the nature of the work in cubic meter of the dry sand.

(Mortar will consist of cement/sand mixture of ratio 1:4)

MORTAR	WEIGHT OF BINDING	SIEVE INDEX	CONDITIONAL PRODUCT	DESTINATION
---------------	--------------------------	--------------------	----------------------------	--------------------

	AGENT / m³ OF SAND			
M1	500 kg	0-2 mm	Hydrofuge sika or similar	Water-tight interior coats.
M2	400 kg	0-2 mm		Ordinary coats
M3	300 kg	0-2 mm		Rough masonry

Mortar manufacturing

Mortar will be preferably mechanically manufactured.

Mechanical manufacturing equipment should permit mortar mixing (including water proportion). Their category and use; particularly the mixing time, will be approved by the Master of works.

Mortar should be used immediately after its production. Any mortar that would be dried or would start setting should be rejected and should never be mixed with fresh mortar.

The coat will have a maximum width of 9mm, made use manually of a trowel, wooden clout.

Cement

The supply of cement will be provided by the contractor. The cement has to be issued from a well-known cement factory recognized by the Master of works. The contractor has to submit the industrial certificates that prove the technical characteristics of the cement. The cement will be of the category artificial Portland cement of PN 400 class, according to the British standards (or Belgian Equivalent or any other acceptable category).

In case there is doubt about the quality of cement, the client would do the trial tests on the budget of the contractor. Cement will be delivered in undamaged bags; the delivery in bulk is prohibited.

The stocking should be done in dry rooms, closed and protected against humidity; bags should rest on wooden elevated blocks and have to be deposited in blocks roughly of 50 tones. Bags coming from different locations should be kept separately.

By using the cement, a rotation of stocks has to be respected.

Any cement having any trace of humidity while in use has to be rejected.

1. Mixing water

Mixing water has to be supplied by the contractor. It should have all the physical and chemical qualities as established by NFP18 303 standards.

In addition to that, mixing water should contain neither more than two (2) grams by liter of suspension materials nor more than two (2) grams by liter in dissolved salts. It should be free from sulfates, chloride and organic materials.

The origin of water should be stimulated by the contractor with approval from the Representative of the Master of works.

2. Tinted smooth cement pavement

It consists of a smooth cement or sand mortar which descriptions; prescriptions are given in clause IV BET finished with a smooth and metallic trowel. A smooth cement covering will be achieved on the pavement plate, the realization of the sub-pavement will be made of mortar of 225 kg of cement in m^3 of sand, and it will be provided a layer of 5 to 6 cm of sand mortar of 300 kg of cement in m^3 of sand.

This layer will be dammed and compacted. The surface will be left rough u to the width of 3,5 to 4,5 cm. Before a complete setting, a finishing layer will be applied made of cement/sand of 400 kg of cement per m^3 of sand. It will be then polished refined and tinted either on a super sol or on a red powder or any other colored approved pigment.

3. Concrete sub-floor B

It consists of a non reinforced concrete sub-pavement achieved by means of cement mixture; sand and gravel of 350 kg of cement / m^3 of sand (cement composition, sand, and gravel being described in the present technical descriptions.

3. Ceramic tiles

Tiles will be provided and laid by the contractor or his approved subcontractor, they will be in Granito-ceramic of dimension 200 x 200 x 8mm; of type H & R Johnson tiles, Ltd. from England or similarly approved of first quality, laid according to the working guidelines of a mortar cement (1:4) such as described bonds treatment with colored cement similar to tiles.

5. Colored earthenware floor tiles

Colored earthenware floor tiles will be of first quality and of dimension 200 x 200 x 6mm; of category H & R Johnson tiles, Ltd. from England or similarly approved; placed according to the working rules by a cement mortar binder (1:4) as described in the treatment of joints will be done with colored cement similar to tiling.

6. Sand coating/ cement/lime and mastic cover

The coating will have the same descriptions and prescriptions such as described. This coating will be composed of a first layer of cement and sand 1:6 of thickness of 9mm; of a second layer of 3mm composed of cement and lime with mastic (1:10). These two layers will be set to work manually with a trowel and clouts. The finishing will be performed with a metallic trowel.

VIII. SANITARY

1. Generalities

1.1 The sanitary devices

The Faucet will be submitted to the approval of the designer. The ¾” faucets are chrome 19 mm of outside diameter.

The devices made of Chinese white clay fixed on the wall and on the column in accordance with the pieces to put on. The siphons in PVC in antis phonic action.

The faucets T-square is foreseen pure every device

The English type WC: in vitrified Chinese white clay fixed with screws and provides faucets T-square.

1.2 Mounting and fixing of the sanitary

The contractor should prepare all supports for fixing and should prepare the devices so that they are ready to be installed as soon as the advancement of the works permits it.

To fix the faucets and the hoses and to prepare the bolts, nuts, washers and other materials for an efficient installation.

The joints between the hoses of coming down and the drainages in soil must be plugged with the packing seal, more a cement mortar and sand (1:1). Or alternative with a suitable mastic.

1.3 Works of the sanitary

The sanitary devices will essentially be constituted of the W.C (English type) sink, urinals, made of Chinese clay (as detailed on the list in annex) and will answer to the features mentioned in the present notebook of technical prescriptions.

They will be all provided accessories of hardware as faucets, siphons, flexible, valves and other.

In any case, they should be received in good status of working.

The contractor should provide the data sheets and catalogs of the sanitary devices for approval of the representative of the designer.

IX. PLUMBING

1. Generalities

1.1 Introduction

The works of sanitary equipment concern the water distribution inside the building, supply and fix all devices, the rehabilitation of all the tubing of adduction, evacuation and branching on the pipelines of waters, of the waters floodgates. The contracting company understands all vassalages of fixing, drillings, trenches etc. The regulating of the installation, the necessary benefits, the tests, and the receipt, the meeting, repairing and the replacement of all Pieces that would have surveyed to be damaged during the period of guarantee included supply and the fixing of the water reservoirs.

1.2 Water supply

Broadly speaking:

- The passage of the pipelines through all partition will get used by sheaths made of steel under seal to the cement of a diameter as they permit the free dilation of the tubing that they protect;
- The wadding of plastic will always be interposed between the pipeline and the sheaths, no noise due to the dilations should be audible. The sheaths will pass the finished soils of about 2 cm;
- The slopes should always be established to permit the evacuation of air automatically toward the points of drench of the upward columns;
- The purging of columns will make themselves on the last faucet of drawing;
- The contractor will assure after mounting of the pipelines with the sheaths, the stopping of the passages that will be reserved to him;
- The contractor will take account of the dilations that should be absorbed by the natural fixing (lyres, curves);
- The water conduits will be in galvanized internally tubes and on the outside of diameter 19 mm collected by threaded muffs and splices in malleable melting galvanized to hot; the tightness being assured by ribbon Teflon on threading, no oxycoupage will be admitted.

1.3 Evacuation of the wastewater

The diameters of draining of the equipments will be of:

- WC PVC110 mm
- PVC urinals 40 mm
- The heights on duty of water of the siphons will be of 5 minimum cm;
- The slopes must be established to permit to evacuate the sloppy waters without they let behind them no residual (minimum 2 cm/m, for draining of devices, main conducts minimum 1cm/m;
- The fixings will make themselves by necklaces galvanized to counterpart to plugs to tail of sealing or by transverse support;
- As a rule, a necklace close to the assemblies;
- The hoses must always be able to dilate themselves freely
- The hermetic tampons will be arranged so that all sections are cleared comfortably, to every change of direction and in foot of column;
- The slopes will be regular.
- Waters none canalized toward the road network will be oriented in cesspools.

1.4 Pipes in P.V.C

The hoses in PVC hoses in chloride of polyvinyl will be of type minimum PN10. Their assembly will be achieved inevitably by means of suitable toxic and accessory products as the T-square, elbows, muffs, plumbing, etc...

All hoses of coming down for the evacuation of the pluvial waters will be in PVC diameter 110 mm; they will be hard and ringed.

In the deformation test, a length of 200 mm will be charged to the ambient temperature uniformly of $(20 \pm 2)^\circ \text{C}$.

Load to apply will be of 2 N/Cm²s of intended surface, to know $2\text{N/cm}^2 \times 20 \times \text{cm} \times 10 \text{ cm} = 400\text{N}$. After 30 minutes under load, the distortion should not pass the 12% of the initial outside diameter.

1.5 protection and Tests (tubing made of galvanized steel)

(a) Protection of the tubing

A particular care should be taken during the construction to preserve the tubes. It is necessary to plug the tip opened of the tubes with a temporary plug. The contractor should ensure that the plugs remain in place until facilities are complete.

(b) Bend

All tubing crossing the floors or walls will pass through a hose made of galvanized soft steel, cut to the suitable width and superior diameter of 6 mm minimum to the tube having to cross the floor.

(c) Test

All works should be tested according to the section requested before being covered. All water distributions should be tested to a pressure two times superior to the normal pressure during a period of 15 minutes.

All tubes buried and tubes of ventilation should be tested to a pressure of two meters to the highest level and should be maintained during a length of 4 hours. The contractor should include all the equipment and the necessary labor for the tests.

After the circuit of distribution passed the test, to the satisfaction, the system should be washed completely before water is used for domestic use.

B. Work of plumbing

The work of plumbing to achieve will essentially be constituted by the galvanized pipe and in P.V.C. for the adduction and the evacuation of the sloppy waters, pluvial and floodgates.

1. The accessories of plumbing

Besides the sanitary devices and the tubing, the contractor should plan the accessories of plumbing for the rehabilitation of the sanitary devices and the existing plumbing as well as those of the new devices to put. These last are among others: The faucets, siphons, floodgates of T-square, Nipple, Teflon, supple Hose, and complete mechanism for WC, lid for WC and hunt, splice of type Union, etc

2. Networks of tubing and plumbing

It will be necessary to provide and to fix the tubes made of steel galvanized with joints of hold.

The bidder must provide the prices for the couplings, the joints, the connectors, the tips, the holds, the nuts on the length of the hoses and to fix the rings of suspension tightening and the screws.

2.1 Tubing in PVC

Tube PVC diameter 40mm: they will serve to the evacuation of the sloppy waters the urinals, the sinks, and the sinks.

Tube PVC diameter 110mm: they will act as coming down of pluvial waters as well as to the evacuation of waters of the toilets.

2.2 Tubes made of galvanized Steel

The tubes made of galvanized steel will serve to supply water
Tube galvanized of 1 “: it will be placed of the departure of the water supply until to the water meter.

Tube galvanized of 3/4 “: it will leave from the water meter until to the valve of the local water supply.

Tube galvanized of 1/2 “: it will be placed to the exit of the floodgates until to the sanitary devices.

2.3 Prefabricated tank of portable water: 10.000 Liters

The contractor provides and installs on metallic support, two prefabricated tanks in PVC or similar; capacity: 10.000 liters each. The walls insides of the non-toxic and odorless products. The connection to the water network to the input and to the supply for the building are achieved in order to avoid the least leakage of waters

The tank is supplied with the system with too full of ballcock and cleaning. It will be put on a base in rubble stones and protected by a belt in masonry of the cooked bricks; these rubble stones and cooked bricks will be built according to the standards defined in the present technical prescriptions.

2.4. Toilets with pit

Construct the external toilets with empty able pit, in stone masonry, with the floor slabs in reinforced concrete including all necessary elements for its good construction. See the septic tank plan details.

2.5 The water distribution

Supply and the fixing of the tubes made of galvanized soft steel and class hose 'B' BS 1387 with screws and holds to BS joints 143 and 1256 of an approved manufacturer.

The bidders should include in the price of the hoses all accessories of setting in work (splice-unions, valves the plugs, reducers, as requisite in the length of the hoses, attachments of the screws suspended, the crossed joints, the filling, the screws...).

To allow the connection the main tubes of 75mm or to those of the urban, as well as the digging for the tubes, to put the tubes, of connection in the gutters and the break in the road, the replenishment as well as the restoration of the public way.

All tubes will be protected by the asphalt according to the specification of the tubes buried.

2.6 PVC Downpipe for the rainwater

The tubes of coming down will be in PVC 110.

The bidder should include in the price of the tubes all accessories of setting in work (splice-unions, valves the plugs, reducers, as requisite in the length of the hoses, attachments of the screws suspended, the crossed joints, the filling, the screws...).

2.7 Metallic Gutter

Gutters are executed in a single piece for widths minimal of 20 cms. Pieces(rooms) will carefully be welded between them by a continuous and well-applied fuse and welded on the crawling of bank and the extremities of the breakdowns.

A coat of paint anti rusty on all the faces after preparation of surfaces, then two coats of paint enamel on the visible faces

Drainage channel is enclosed with steel strip of 40 cms

2.8 Fascia Board of Metallic Sheets

The fascia boards are executed in a single piece for widths minimal of 20 cms. Pieces will carefully be welded between them by a continuous and well-applied fuse and welded on the crawling of bank and the extremities of the breakdowns.

Painting works a coat of paint anti rusty on all the faces after preparation of surfaces, then two coats of paint enamel on the visible faces.

3. ELECTRICAL INSTALLATION

A proposed complete electrical installation as per the drawings is to be submitted to the employer for approval. The proposal has to be in conformity with ELECTROGAZ regulations.

The installation will include:

- A main circuit breaker in the main distribution board.
- Circuit breaker with fused after every distribution board
- The circuit can also be provided by ;
- Lighting circuit in every room

ELECTRICAL SOCKETS

- Simple socket with earthing or three phases circuit.
- The type and quality will be submitted to the employer
- Installation as per the drawings ;
- Level: 50 cm above the floor level
- In wet areas, the sockets will be watertight.

THE RATE IS PER PIECE

SWITCHES

1. One way one gang switch

- Fitting as per the drawings and in conformity with the norms;
- On the external wall, the switches are watertight

2. Two ways switches

- Fitting as per the drawings and in conformity with the norms;
- On the external wall, the switches are watertight

3. Intermediate switch

- Fitting as per the drawings and in conformity with the norms;

THE RATE IS PER PIECE

LIGHTS

1. Incandescent lights

- Fitting as per the drawings and in conformity with the international norms (AFNOR) applied by ELECTROGAZ;
- On the external wall, the switches are watertight

2. Fluorescent fittings

- Fitting as per the drawings and in conformity with the international norms (AFNOR) applied by ELECTROGAZ;
- On the external wall, the switches are watertight.
- Internally the lights are either fluorescent tubes or ceiling recessed fluorescent fittings

THE RATE IS PER PIECE

CONDUCTING, CABLING, JUNCTION BOXES, WALL EMBEDDED BOXES

- All the wires are pulled through PVC conduits with adequate junctions and elbows embedded in the plaster fixed on the wall before plastering. The conduits can be exposed when approved by the employer.
- The junction boxes are plastic of square or round shape. The connexions are made with connectors.
- The costs include the supply and installation of all needed elements: 5/8 and 3/4 PVC conduits, PVC elbows and connectors, junction boxes and embedded flash boxes, lighting wires, switches and sockets according to the norms.
- The earthing costs of all installation.

THE RATES ARE PER LINEAR METER FOR THE WIRES AND PER PIECE FOR THE JUNCTION BOXES / WALL EMBEDDED FLASH BOXES

DISTRIBUTION BOXES

- The distribution boxes are in PVC and embedded in the wall ;
- The installation is according to the international norms
- The circuit breakers fuses are fixed on rails or;
- The phases balances of loads is to be achieved ;

THE RATE IS PER PIECE

BACK- UP POWER

During the inspection and hand over of the works, the contractor will provide a backup generator in case of ELECTROGAZ power supply failure. the generator will have the needed capacity to supply power during the inspection/handover exercise.

Uniformity of the installations

The design and material selection will be in such way that they reflect uniformity (For the same building, the sockets switches and lights are of the same type)

Special specifications

Installation specifications

Fitting as per the international norms;

The installations will be carried out with safety precaution to protect the people involved

Electrical equipment/materials

Only the equipment meeting the international regulations on quality requirements, solidity and safety will be used.

The equipment to be used is with the following specifications

U: Voltage

I: Current

P: power

The brand

All supplies will be submitted to the employer for approval

Electrical conductors

All conductors will be properly insulated by specified material by the norms

The wires will be V.O.B.:

The color code:

Bleu: neutral

Brown, Black, Red: Phases

Green-yellow: Earthing

The section is 1,5 mm² for the lighting circuit.

The section is 2,5 mm² for the sockets circuit

Earthing conductors

- The cross-section of the earthing conductor has to superior or equal to the live conductors
- The resistance of the earth wire should be at least 10 ohms
- Each Distribution box will be having its own earthing (with a 150 cm long earth rod made of a 1" galvanized pipe). The connection of the earthing wire to the rod has to be approved by the consultant of the employer.

Connections

The connections will be done as per the norms.

- By proper connectors in the junction boxes
- By proper dry connection on the wire in the switches and sockets

It is prohibited to make any connection in the conduits

All connections are to be done in the junction boxes.

Switches

- The switches are of silenced type and have the following indications :
Voltage U; Allowed current A and the brand;
- The switches level is at 110 cm above the floor level at the locking side of the door

Sockets

The socket will be of a good quality, earthed and located at 50cm above the floor level. The positioning should not be under any window
The cover has to be slightly embedded.

- The sockets and switches will be in such way that no wet hands should reach them

Lighting points

Incandescent type

The incandescent lighting will be used in stand by mode and located above the level of the door. It should not be interconnected to the fluorescent lighting points (see drawings)

Fluorescent type

The fluorescent fitting should have a consumed power of 40 W.

- The simple fluorescent fittings with condensation with the following indications: the voltage U, the current I +, the capacity μF . They will be fixed on the false ceilings.
- In the wet areas and outside they will be watertight.
- Above the sinks and the handwashing basins a 20W fitting with a watertight switch.

Junction boxes

- The junction boxes are square or round shape and fire-resistant.
- Located in the false ceiling.
- No connection will be located in the wall or conduits
- The connections are to be in the junction boxes.

Distribution boxes

- The distribution boxes are of plastic; they will be embedded and placed in the niches built and on each level of the building.
- To allow a circuit called «to reserve" for future connections
- The contractor will have to take care of the balancing of the various loads on circuits. They will be equipped with an exposed distribution box with a plastic door.

PVC conduits and accessories

- The flexible conduits are highly recommended ;
- The internal diameter of the conduits and their accessories should be big enough to allow an easy pull of wires. ;
- The conduits are to be of thermoplastic material
- The rounds and elbows of the conduits are :
 - Readymade elements
 - Done on-site with special tools ;

- Done on-site by heating

N.B.: In the false ceiling the conduits are fixed with appropriate clippers.

PROTECTION

Circuit breakers fuses

The installation will be protected against overloads by fused circuit breakers (mini jump) Located in the Distribution boxes.

Each Breaker will be clearly labeled to indicate the protected terminals

Isolation

The installation diagram should have isolations sections to allow the cutting off the entire or partially the power supply enabling intervention on power circuits.

The isolators interrupt all conductors including the neutral.

Never isolate the earth wire.

Wall chiseling

The chasing will be done by electricians and repairs by the contractor in charge of the masonry work.

The depth has to be the double of the conduit diameter.

XI. PAINTINGS AND VARNISHES

A. Generalities

1. Limit of benefit

The contractor should include in his unit and global prices:

- The expenses caused by the precautions to take to protect the parts delicate of the works that would have to endure the execution of these works.
- the relative expenses to the protection of the various soils so that they are not tried by the washings and the application of the paintings and varnish etc. and for the working of the locks, devices of various hardware, and is not embarrassed by the thickness of painting;
- the relative expenses to the temporary lighting of the premises.
- the setting up of the necessary and steady scaffolding to execute the works in height and to assure the security of the workers

The contractor should announce before all work, the devices of which the working after execution requires the application of a painting.

2. Tests of painting

The contractor should support supply and the establishment of the samples necessary to the execution of these works. These should be constituted so that the different parts of the site are always easily accessible, all precautions will be taken to avoid the fall of the materials and rubbles.

The contractor will have to, without he can pretend to any indemnity that it is, to install the protections and the necessary guarantees so that the master of work will judge good to ask.

3. State of the supports

The metallic works will have received a primary layer of rustproof or a protection galvanoplastic or by zinc coating.

- The doors made of wood will have received a layer of varnish impression.
- The cost of all light splices of rustproof and of impression will be included in the price of the painting.

4. Application mode

The specifications indicated below, without being restrictive, are a recall of the different works to execute to get clean works.

For the old works to put back in state, it will be proceeded before application of a new coating according to the described below procedures, to the following treatments:

- if the former coating is partially damaged, a brushing or scouring will be necessary to remove all part of coating on adhesive to the support, and this as far as reaching the coating of origin, including the sealers and varnishes of grappling according to the type of existing coating.
- it will be conducted the cleaning dusting of the support.

With regard to the damages on the supports, these will be repaired before the put of a new coating according to the rules of the art (puttying and sanding, regulating with sealer made of cement improved by addition of plasticizer for the masonries)

- For the metallic elements, a complete treatment of cutback, anti-rust, and stake of a protective ground color must be achieved previously to the preparatory works.
 - For wood, a ground color of impression is indispensable.

5. Preparatory works on metals

Metals will be covered with a layer protective anti-rust agent and will receive the necessary splices. The ferrous metals having received a protection by galvanization etc. will receive after cutback a layer; the other metals will be skimmed.

6. Preparatory works on wood

Woods has received a layer of impression will be sanded first well as far as removing this layer.

The full and derivative woods, plywoods, particular panels if they must receive a painting will have:

- A brushing of the smudges to the brush hard
- A grinding to dry
- A plugs pores

- An impression with dilute varnish to 10% of white spirit
 - A sanding to the abrasive
- The tropical woods will be skimmed previously.

7. The works of finishing

"On vice: two layers of painting brilliant glycerophthalic.

"Choice of the materials and coloration for the premises to transform

"For every definite material, the contractor should respect the existing colorations or for the new coatings, to propose a coloration in harmony with those existing.

"In this case, the contractor will submit by choice for agreement of the Master of work the proposed coloration some either the choice, the contractor will not be able to pretend to a supplement of its price.

"The contractor will have besides to execute in situ in four premises chosen by the Master of work a sample of 1 m² about, and this to each of the levels general and some either the designated site.

Composition and quality of the products used

The composition of the paintings will be adapted:

- To their use: primary layer, of impression, intermediate, of finish,
- To the asked aspect: mast, satin and shining
- To the application places.

NB: A trial board for painting should be agreed after

The administration can fix the product to use (quantity, mark, hues, etc.)

8. Painting glycerophthalic enamel

Composition of the painting:

- 38 to 40% of glycerophthalic resins
 - 32 to 33% of standard titanium dioxide gleam
 - Constituted solvents essentially of aliphatic hydrocarbons.
- Dilution: white spirit.

10. Varnish on wood

The varnish glycerophthalique of satin finish is applied in two layers after sanding and stopping of the pores. Composition of varnish:

- 48 to 50% of dry raw materials, constituted of a mixture of glycerophthalic resins and polyurethane modified to the drying oils.
- The rest is constituted of siccative and aliphatic solvents and terpeniques;
- Absence of rosin or derivative.

B. Works of paintings and varnishes

1. Acrylic painting of emulsion

It is an acrylic painting of emulsion -SADOLIN type for the outside having a high resistance against the effects of the inclemencies, the humidity and the dust and other impurities.

The painting will be applied on a cleaned surface and dry exempt of the particles

Of the materials. The application will make itself in 3 layers whose first is fine for

To permit a maximal penetration, the interval between the application of the different

Layers will be of 4 hours.

In the case of an existing painting, the application will make itself after scouring completes this one.

The application will make itself either by a brush, a roller or to the gun.

Water used for the mixture should be clean.

The application material should be cleaned by water and should be dried for 4 hours before its reuse.

The time of drying of the painting will be of 4 hours after the application of the last layer

Dye should be submitted to the approval of the Master of work or his representative

2. Painting of the PVA latex

He will apply in three layers of the painting based emulsion on PVA to the roller or to the brush.

3. Enamel Painting

He will apply in a primary layer and two under brilliant to the roller or to the brush

4. Varnish on wood

He will apply in three layers of Polyurethane to the brush.

XII. LANDSCAPING /EXTERIOR WORKS

1. PARKING LOTS, ROAD AND PEDESTRIAN CIRCULATIONS

The setting in work consists of:

- The preparation of the surfaces, the supply of high quality and posing of concrete block in compaction sand for parking, the motorized circulations, and the pedestrian circulations;

The main entrance road will do in concrete of 350kg/m³.

2. The Garden

The contractor provides the lawn in good state and proceeds to the gardening. The quality of the lawn must be approved by the representative of the designer.

Section VII. Drawings

List of plans (Available at the ICPAR Offices)

Ground plan

Side view plans

Right View

Front view

Left view

Sections

N.B These drawings will be given to successful bidder

Section VIII. Bill of Quantities

Note on the bill of quantities: The prices to be quoted should include all applicable taxes and bidders are required to indicate the total price with taxes and the total price without taxes

PROPOSED ICPAR HOUSE ANNEX REHABILITATION			BILL No 1	GROUND FLOOR	
ITEM	DESCRIPTION	UNIT	QTY	RATE	RWF
	<u>1.0: SUBSTRUCTURE</u>				
	ELEMENT NO. 1				
	<u>SUBSTRUCTURE (ALL PROVISIONAL)</u>				
	Preliminary works	Unit	1		
	<u>Excavations including removal of termites nests, maintaining and supporting sides, keeping free from water, mud and fallen</u>				
E	Excavate for column bases 1.50 - 2.25 m deep from reduced levels.	C.M.	20		
	<u>Disposal</u>				
G	Backfill and compact selected excavated or imported materials around foundations.	C.M.	16		
H	Load, wheel and deposit surplus excavated materials where directed on site.	C.M.	6		
	<u>Concrete work</u>				
	<u>Mass concrete class 15/20 aggregate as described in:</u>				
N	Supply and fix 50 mm Thick blinding under strip foundations and Bases.	S.M.	17		

	<u>Reinforced concrete class 25/20 aggregate as described in:</u>				
B	Stub Columns	C.M.	0.34		
C	Columns Bases	C.M.	5		
D	100mm floor screed	M2	85		
	<u>Supply and apply Bituminous felt damp proof course laid on and</u>				
	TOTAL SUB. STRUCT CARRIED TO COLLECTION SUMMARY				
	<u>ELEMENT No. 2</u>				
	<u>R. C. SUPERSTRUCTURE</u>				
	<u>Supply and fix Reinforced concrete class 25/20 aggregate as described in:-</u>				
A.	Beams	C.M.	4		
B	Columns	C.M.	2		
E	150 mm thick slab on hpu die	C.M.	12		
	<u>TOTAL R.C WORKS CARRIED TO COLLECTION SUMMARY</u>				
	<u>ELEMENT No. 3</u>				
	<u>WALLING</u>				

	<u>Supply and build Hollow concrete block walling class A in cement and sand (1:3) mortar reinforced with and including 25mm wide-gauge hoop iron at every alternative sources as described in:-</u>				
A	200 mm thick brick wall externally.	CM.	9		
B	200 mm thick brick wall internally.	S.M.	3		
	<u>TOTAL WALLS CARRIED TO COLLECTION SUMMARY</u>				
	<u>ELEMENT No. 4</u>				
	<u>FINISHES</u>				
	<u>External wall finishes</u>				
	<u>Supply and apply Cement and sand (1:4) backings etc to:</u>				
A	12mm thick render to walls	SM	56		
	<u>Prepare and apply one coat of stucco and three coats first quality weatheguard paint on:</u>				
B	Rendered walls	SM	56		
	<u>Internal wall finishes</u>				
	<u>Supply and fix 10 mm First coat of cement/sand (1:3), 3 mm second coat of cement/lime putty (1:5) steel trowelled smooth too:-</u>				
D	Concrete or masonry surfaces internally	SM	186		

	Internal walls painting in undercoat, stucco and silk paints	SM	186		
	<u>Floor Finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds, etc</u>				
A	32mm bed finished to receive ceramic floor tiles (m.s)	SM	63		
B	Ditto but 10mm thick cement sand skirting	LM	71		
	<u>Supply and fix First grade non slip ceramic floor tiling of approved quality and approved surface texture/ patterned finish as per Architect's details:</u>				
D	500 x 500 x 8 mm non slip Ceramic on screeded bed (m.s) with and including water proofed sealmaster tile grout with continous joints not exceeding 5 mm wide in both direction).	SM	63		
	Apron and terrace tiles	MS	32		
E	Ditto but 300x300x8mm non-slip ceramic floor tiles(wet areas and terraces)	SM			
	<u>Skirting</u>				
F	500 x 120 x 8mm ceramic skirting, as before described	LM	71		
B	Ditto, sloping soffits of staircase	SM	8		
	<u>Ceiling</u>				
	1:3 mix cement plaster to the slab ceiling, scaffolding, and other details included	SM	116		

	2 coats of stucco and matty paints to the slab ceiling, sanding, and scaffolding inclusive	SM	116		
E	Supply and fix 75 x 75mm molded cornice, painted with three coats of gloss paint	LM	71		
	<u>Painting and decorating</u>				
	<u>Supply, Prepare and apply one coat of stucco and three coats first quality Silk vinly paint on:</u>				
A	Plastered walls	SM	186		
C	Plastered soffits of ceilings	SM			
F	<u>Supply and spray painted with 2 Coats Gloss Oil Paint of an approved color</u>				
F	Window size 1500x1500 mm high	SM	16		
G	Ditto on doors size 900x2100mm high	SM	11		
	<u>STAIRCASE, BALCONY, TERRACE BALUSTRADING & Roof</u>				
	<u>The following in unframed mild steel framework,including all necessary welds,cleats, plates and sundry fixing with necessary painting/decoration delivery to site, fixed and finished in position as per approvals to:</u>				
	<u>Steel tube railing</u>				

	hollow tube steel railing to the staircase, for 2 sides				
G	1100mm high balustrades	L.M.	8		
	staircase in steel with 1.2 wide, all accessories included	item	1		
	TOTAL FINISHES CARRIED TO COLLECTION SUMMARY				
	<u>ELEMENT No. 5</u>				
	<u>WINDOWS</u>				
	<u>Steel casement windows</u>				
	<u>Supply, assembly and fix the following purpose-made (standard heavy-duty sections) steel louvered windows including 80 x 40 x 2mm RHS mainframes 60x40x2mm inter-frame and 2mm steel sheet for coverall with one coat red oxide primer complete with all necessary opening accessories, high-quality union hinges, 3level union mortice locks and permanent vents for the full width of door as detailed including cutting. 2 coats gross decoration paint as necessary all to the Architect's details and approvals to:</u>				
A	Window assorted sizes 1500x1500mm high	NO	7		
	TOTAL WINDOWS CARRIED TO COLLECTION SUMMARY				
	<u>ELEMENT No. 6</u>				

	<u>DOORS & FANLIGHTS</u>				
	<u>In mild steel</u>				
A	Supply and fix 900 x 2100 mm high Steel casement door, fully glazed with 4mm thick clear glass with all fixing lugs welded together including all ironmongery and 3 coats gloss painting, of approved color.	NO.	6		
	<u>TOTAL DOORS CARRIED TO COLLECTION SUMMARY</u>				
	<u>ELEMENT No. 7</u>				
	<u>COLLECTION SUMMARY</u>				
1.0	SUB-STRUCTURE				
2.0	R. C. SUPERSTRUCTURE				
3.0	WALLING				
4.0	FINISHES.				
5.0	WINDOWS.				
6.0	DOORS.				
	<u>TOTAL G. F WORKS CARRIED TO MAIN SUMMARY</u>				

GROUND FLOOR					
ITEM	DESCRIPTION	UNIT	QTY	RATE	RWF
	<u>1.0 FINISHES</u>				
	<u>Wall finishes</u>				
	<u>External wall finishes</u>				
	<u>12mm Cement and sand (1:4) backings etc to:</u>				
A	External wall to receive Wallmaster	S.M	187		
	<u>Prepare and apply Wallmaster paste in approved patterns</u>				
B	Prepare and apply 5-6mm thick Wallmaster to walls	S.M	187		
	<u>Cement and sand (1:4) backings etc</u>				
C	12mm plaster finished to receive ceramic wall tiles (m.s)	S.M	40		
	<u>Stone tiles</u>				
D	Stone-coated Wall tiles size 600 x 50 x 10mm thick bedded in cement sand mortar mix 1:4 m/s to detail	S.M	40		
	<u>Internal wall finishes</u>				
	<u>10mm Cement and sand (1:3) backings etc to:</u>				
C	E	S.M	326		
	<u>Silk Vinyl paint</u>				
F	Prepare and apply one coat of stucco paint and three coats of silky vinyl paint in approved color	S.M	326		
	<u>Cement and sand (1:4) backings etc</u>				
G	12mm plaster finished to receive ceramic wall tiles (m.s)	S.M	108		
	<u>ceramic wall tiling of approved quality complete with coping and corner beads</u>				
H	Supply and fix 250 x 400 x 8mm thick colored ceramic	S.M	108		
	<u>Partition wall</u>				
I	150mm thick partition in 12mm thick gypsum boards fixed with screws to aluminum size 150x50x4mm sections and frames	S.M	31		

	<u>Aluminum Curtainwall system</u>				
J	Supply and fix aluminum powder coated curtain wall system in approved heavy duty mullions and transoms framing of 5mm thick in-filled with 6mm x 9mm x 6mm thick clear or obscure ST 136 DGU plate glass as per SAINT-GOBAIN Manufacturer; with rubber glazing strips, including all necessary bolts, plates, anchorages, and accessories all as per architect and specialist's details and approval	S.M.	60		
	<u>Floor Finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds, etc</u>				
A	32mm bed finished to receive colored ceramic floor tiles	S.M	158		
B	Ditto but 300x300x10mm Anti-slip ceramic floor tiles for wet area	S.M	12		
C	Ditto 32 mm to receive granite floor tiles	S.M	68		
D	Ditto but 10mm thick to receive ceramic skirting	L.M	72		
E	Ditto but 10mm thick to receive granite skirting	L.M	39		
	<u>First grade imported ceramic floor tiling of approved quality</u>				
F	600 x 600 x 10 mm Non-Slip Ceramic on screeded bed (m.s) with and including waterproofed seal master tile grout with continuous joints not exceeding 5 mm wide in both directions).	S.M	158		
G	Ditto but 300x300x10mm Anti -slip ceramic floor tiles	S.M	12		
H	100 mm Thick skirting ditto.	L.M.	72		
	<u>Granite tiles supplied of approved type and source as described in all with patterned and colored as per Architect's details:-</u>				
I	600 x 600 x 20 mm Polished tiles fixed on screeded bed with and including waterproofed seal master tile grout with continuous joints not exceeding 5 mm wide in both directions).	S.M	68		
J	100 mm Thick skirting ditto.	L.M.	39		
	<u>Staircase finishes</u>				

	<u>Cement and sand (1:3) screeds, backings, beds, etc</u>				
A	32mm bed finished to receive granite tiles to landing (m.s)	SM	3		
B	20mm thick to treads, 320mm wide to receive ditto	LM	20		
C	12mm thick to risers, 150mm high to receive ditto	LM	20		
	<u>Supply and fix First grade imported Non-slip granite floor tiling of approved quality and approved surface texture finish including all necessary nosing as per Architect's details and approval to:</u>				
D	15mm thick granite floor tiles to landing	SM	16		
E	350mm wide ditto to treads with non-slip grooves	LM	108		
F	150mm high ditto to risers	LM	18		
	<u>Ceiling Finishes</u>				
	<u>12mm (minimum) two coat lime plaster as described to</u>				
A	Soffits of ceilings	SM	0		
B	Ditto, sloping soffits of staircase	SM	5		
	<u>Gypsum Ceiling</u>				
C	Supply and fix 9mm Thick dropped suspended gypsum ceiling fixed on and including branding in 2mm thick Metal galvanized framing at 600x600mm centers both ways and including all necessary hangers, screws, and painting works as per Architect's details.	SM	196		
	<u>Metallic Ceiling</u>				
D	Metallic Ceiling panels fix on 2mm thick metal galvanized framing at 600mm center one way, including hangers and grids with necessary supports and paint to architects details & approval	SM	42		
	<u>FINISHES TOTAL TO SUMMARY</u>				
	<u>2.0 WINDOWS</u>				
	<u>Aluminum</u>				

	<u>Purpose made aluminum Windows in Aluminium section 75x50x2mm thick. including 6mm thick glazing and silicone jointing painting and ironmongery to details</u>				
A	Windows of 600x2500 mm Sizes	SM	6		
B	Ditto but 700x2500 mm sizes	SM	2		
C	Ditto but 2500x2500 mm sizes	SM	6		
D	Ditto but 500x1500 mm sizes	SM	2		
E	Ditto but 1500x1500 mm sizes	SM	9		
F	Ditto but 900x1800 mm sizes	SM	3		
G	Ditto but 2000x2000 mm sizes	SM	8		
H	Ditto but 1000x1500 mm sizes	SM	2		
I	Ditto but 2500x2000 mm sizes	SM	5		
	<u>WINDOWS TOTAL TO SUMMARY</u>				
	<u>3.0 DOORS</u>				
	<u>Purpose made aluminum Windows in Aluminium section 75x50x6mm thick. including 6mm thick glazing and silicone jointing painting and ironmongery to details</u>				
J	Aluminum sliding door of 3355x2950 mm	SM	10		
K	Aluminium door of 1500x2950 mm	SM	4		
L	Ditto but 900x2400 mm high	SM	2		
M	Ditto but 900x2100 mm high	SM	9		
	<u>Timber in wrote mahogany or Approved Soft Wood prime grade</u>				
N	40mm thick solid core timber well-treated mahogany door with edge lipping all round with frame architrave and lock 900x2100mm high	No	6		
	<u>DOORS TOTAL TO SUMMARY</u>				
	<u>SUMMARY</u>				
4	FINISHES.				
5	WINDOWS.				
6	DOORS.				

	TOTAL Ground Floor				
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	ROOF				
	DESCRIPTION		QTY	RATE	RWF

ITEM		UNIT			
	<u>1.0 FINISHES</u>				
	<u>Wall finishes</u>				
	<u>External wall finishes</u>				
	<u>12mmCement and sand (1:4)backings etc to:</u>				
A	External wall to receive Wallmaster	S.M	22		
	<u>Prepare and apply Wallmaster paste in approved patterns</u>				
B	Prepare and apply 5-6mm thick Wallmaster to walls	S.M	22		
	<u>Cement and sand (1:4)backings etc</u>				
C	12mm plaster finished to receive ceramic wall tiles (m.s)	S.M	10		
	<u>Stone tiles</u>				
D	Stone-coated Wall tiles size 600 x 50 x 10mm thick bedded in cement sand mortar mix 1:4 m/s to detail	S.M	10		
	<u>Aluminum Curtainwall system</u>				
E	Supply and fix aluminum powder coated curtain wall system in approved heavy duty mullions and transoms framing of 5mm thick in-filled with 6mm x 9Air x 6mm thick clear or obscure ST 136 DGU plate glass as per SAINT-GOBAIN Manufacturer; with rubber glazing strips, including all necessary bolts, plates, anchorages, and accessories all as per architect and specialist's details and approval	S.M.	19		
	<u>2.0 WINDOWS</u>				
	<u>Aluminum</u>				
	<u>Purpose made aluminum Windows in Aluminium section 75x50x2mm thick, including 6mm thick glazing and silicone jointing painting and ironmongery to details</u>				
A	Windows of 1200x600 mm Sizes	SM	1		
	<u>WINDOWS TOTAL TO SUMMARY</u>				

	<u>SUMMARY</u>				
4	FINISHES.				
5	WINDOWS.				
	TOTAL Roof				

ELECTRICAL INSTALLATIONS / BILLS OF QUANTITIES

Ref.	Description	Unit	Qty.	Rate (Frw)	Amount (Frw)
	All items depending on the category shall be as per the following brands or equivalent and approved: LEGRAND, MENVIER, MERLIN GERIN, ABB, SCHINDLER, OTIS, KONE, THORN, PHILLIPS, OSRAM, SYLVANIA, SDMO, FRANKLIN FRANCE, EAST AFRICAN CABLES, METSEC, NEXAN, HIKVISION				
	All prices are comprising of the supply, the handling, and the installation as per the specifications and the plans, charges for EUCL connection are not part of this price				
	<u>A. Lighting</u>				
	<i>Luminaries</i>				
	LUMINAIRE TYPE A				
1	18W LED 3000k 400x400mm surface mounted panel for offices	No	48		
2	LUMINAIRE TYPE B				
	18W LED 200mm Dia. Surface-mounted Downlight fitting. FOR CIRCULATION & TOILETS	No	14		
3	LUMINAIRE TYPE C				
	18W LED 200mm Dia waterproof flash mounted for terrace	No	4		
4	LUMINAIRE TYPE D				
	LED 11W up down outdoor light fitting at the entrance	No	2		
	LUMINAIRE TYPE E				

5	LED 11W outdoor decorative light fitting for fence	No	4		
	Switches , 230V, 10A, IP20 with appropriate box :				
	One gang one-way switch	No	14		
6	Two gang one ways switch	No			
7	dimmer switch	No			
8	one gang two ways switch	No	5		
9	two gangs two ways switch	No			
10	Movement sensitive switch	No			
	SUBTOTAL A. LIGHTING				
	<u>B. Power</u>				
	Socket outlets				
	Single White power socket 2P+E,230V,16A IP20 with appropriate box and faceplate. FOR mounting on WALLS	No	50		
1					
	Twin White power socket 2P+E,230V,16A IP20 with appropriate box and faceplate. FOR mounting on WALLS	No			
2					
	Single White power socket 2P+E,230V,16A IP20 with appropriate box and faceplate. FOR mounting on TRUNKING	No	4		
3					
	Twin White power socket 2P+E,230V,16A IP20 with appropriate box and faceplate. FOR mounting on TRUNKING	No			
4					
	25A DP standard 240V socket outlet for flush wall mounting at 1200mm affl for the KITCHEN	No	6		
5					
	SUBTOTAL B. POWER				
	<u>C. Wiring</u>				
	Wiring with copper conductors and PVC insulation and shield, for the voltage 1KV:				

1	2,5mm ² Cu wire	m	24		
2	3x4 mm ² Cu cable PVC/PVC insulated For KITCHEN OUTLET SOCKET	m			
3					
	<i>Accessories</i>				
4	PVC rigid conduits 25 mm	m			
5	PVC rigid conduits 32 mm	m			
6	CCTV Camera	ff	1		
	SUBTOTAL C. WIRING				
	SUB-TOTAL A				
	SUB-TOTAL B				
	SUB-TOTAL C				
	TOTAL PRICE FOR ELECTRICAL, DATA, FIRE ALARM				

	SUMMARY	RWF
1.0		
2.0		
3.0		
4.0		
5.0		
	Grand total	

Section IX. Forms Securities

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. **Only the successful Bidder shall be required to provide these two securities.**

Form of Bid Security (Bank Guarantee)

*[If required, the **Bank** shall fill in this Bank Guarantee form in accordance with the instructions indicated in brackets.]*

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE N°.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to sign the Contract or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.
- (c) does not accept the arithmetic corrections made to his bill of quantities and price list of his bill

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

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

Date:.....

Name of Authorized Representative personAddress:.....

Position:.....

Signature:..... Seal:.....

Form of Bid Security (Surety from Financial Institution)

BOND NO. _____

BY THIS SURETY [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 Procuring Entity], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Procuring Entity] as Obligated (hereinafter called “the Procuring Entity”) in the sum of [amount of surety]²[amount in words and in figures], 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 *Procuring Entity* dated the ____ day of _____, 20__, for the construction 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 *Procuring Entity* during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;
- (c) (c) does not accept the arithmetic corrections made to his bill of quantities and price list of his bill

then the Surety undertakes to immediately pay to the *Procuring Entity* up to the above amount upon receipt of the *Procuring Entity*'s first written demand, without the *Procuring Entity* having to substantiate its demand, provided that in its demand the *Procuring Entity* 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 30 (thirty) days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the *Procuring Entity* 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__.

Date:.....

² The amount of the Bond shall be denominated in the currency of the Republic of Rwanda or the equivalent amount in a freely convertible currency.

Name: _____ of _____ Authorized _____ Representative
person...Address:.....Position:.....Signature:.....
Seal:.....)

Performance Bank Guarantee

(Unconditional)

*[The **bank** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, 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 Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),³ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than thirty days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month],[insert year],⁴* whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Date:.....

³ The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

⁴ Insert the date twenty-eight days after the expected Completion date. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity 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 Procuring Entity 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 Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee."

Name:.....Address:.....

Position:.....

Signature:.....

Seal:.....

Performance Bond

[The Surety providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Procuring Entity]* as Obligated (hereinafter called “the Procuring Entity”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,⁵ 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 contract with the Procuring Entity dated⁶ the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* 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 Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations hereunder, 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 Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Procuring Entity 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.

⁵ *An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Procuring Entity.*

⁶ *Date of Letter of Acceptance or Agreement.*

The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Procuring Entity to the Contractor under the Contract, less the amount properly paid by the Procuring Entity to the Contractor; or

- (3) pay the Procuring Entity the amount required by the Procuring Entity 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 issuance of the Certificate of Completion.

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Date of issue:.....

Name:.....Address:.....

Position:.....

Signature: *[insert signature(s) of authorized representative(s)]*

Seal:.....

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

Bank Guarantee for Advance Payment

*The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, 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 is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*⁷) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert*

⁷ *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 PROCURING ENTITY.*

month],[insert year],⁸ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Date of issue:.....

Name:.....Address:.....

Position:.....

Signature: *[insert signature(s) of authorized representative(s) of bank]*

Seal:.....

on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

⁸ *Insert the expected expiration date of the Time For Completion. The Procuring Entity should note that in the event of an extension of the Time For Completion of the Contract, the Procuring Entity 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 Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”*