

THE REPUBLIC OF RWANDA



RWANDA AIRPORTS COMPANY

TITLE OF TENDER: Construction of perimeter fence for Nemba airstrip

Tender Reference Number: 47/C/2020-2021/Fence/N/RAC

Procurement Method: National competitive bidding



August, 2020

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Introduction

These Standard Bidding Documents are intended to be used as a model for admeasurement (unit prices or unit rates in a bill of quantities) and lump sum types of Contract, which are the most common in Works contracting. Lump sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. The main text refers to admeasurement contracts. **Alternative clauses or texts are supplied for use with lump sum contracts**

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Works to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Works. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Rwanda Airports Company shall prepare the Bid Data Sheet (Section II), Special Conditions of Contract (Section VI), and Sections VII, VIII, IX which deal with Specifications, Drawings, and Bill of Quantities respectively, before issuing these Bidding Documents. Rwanda Airports Company should read and/or provide the information specified in the italicized notes inside brackets. In the few instances where the Bidder is requested to provide information, the note specifies it. **The footnotes and notes for the Rwanda Airports Company are not part of the text; they should not be incorporated in the Bidding Documents issued to the bidders.**
- (c) Modifications of the model to meet specific Project or Contract needs should be provided in the **Bid Data Sheet** and the **Special Conditions of Contract** only, as amendments to the Instructions to Bidders and the General Conditions of Contract which should not be modified.
- (d) These standard Bidding Documents have been prepared to be used under post qualification of the bidders. However they can also be used under prequalification, with relatively minor modifications. However, the documents do not address the bidder prequalification process per se.





Tender Notice N°. 47/W/2020-2021/FENCE/N/RAC
Tender title: Construction of perimeter fence for Nemba Airstrip.

Rwanda Airports Company (hereinafter called "Client") funded by its ordinary budget reserve the cost for construction of perimeter fence of Nemba Airstrip. The Client intends to apply a portion of the funds to eligible payments under the tender for construction of perimeter fence for Nemba Airstrip.

The Rwanda Airports company now invites, by the present invitation to tender, sealed bids from eligible and qualified bidders for *construction* of perimeter fence for Nemba Airstrip located at Bugesera District. The execution period is Six (6) Months.

Bidding will be conducted through National Competitive Bidding and is open to all eligible bidders as defined in the Bidding Documents.

Interested eligible bidders may obtain further information by writing to *Rwanda Airports Company* on Email: info@rac.co.rw, rgatsinzi@rac.co.rw, wbyakutaaga@rac.co.rw,

A complete set of bidding Documents in English may be downloaded from Rwanda Airport Company website : www.rac.co.rw , The cost of tender document is 10,000 Frw or its equivalency in a freely convertible currency to be deposited at Bank of Kigali on the Account N° 00040-06948300-35 (RWF) or its equivalency on account Number 00040-06948301-36 for USD (SWIFT CODE: BKIGRWRW) open in the name of Rwanda Airports Company.

A Compulsory site visit scheduled on **4th September 2020** at Nemba Airstrip (Bugesera District) will be conducted by RAC staff from **10:30AM up to 12:30PM** Local time

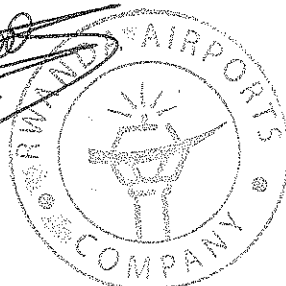
Well printed bids, properly bound and presented in four copies one of which is the original must be delivered to RAC information desk at Kigali International Airport/terminal building ground Floor Not later than the **22nd September 2020 at 10:00 Am local time**. Late bids will be rejected and returned unopened. All bids will be addressed to RAC procurement office failure to which RAC shall bear no responsibility of loss or misplacement of any bid.

All bids must be accompanied by a Bid Security of 1.5% of the total bid price from a recognized bank or an insurance company operating in Rwanda which shall be valid for 30 days after the bids validity period. The Outer envelope should clearly indicate the tender title and number.

Bidding will be conducted in accordance with Rwanda Airports Company procurement manual

Sincerely,

Charles HABONIMANA
Managing Director



Section I. Instructions to Bidders

Instructions to Bidders (ITB)

GENERAL

1. Scope of Bid

- 1.1 The Procuring Entity, as defined in **the Bid Data sheet** invites bids for Civil and plumbing maintenance contract at all RAC Airports, as **described in the BDS** and Section VI, "Special Conditions of Contract" (SCC). The name and identification number of the Contract are provided in the BDS and the SCC.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion **Date specified in the BDS and SCC 1.1 (r)**.
- 1.3 Throughout these Bidding Documents:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.

2. Source of Funds

RAC (hereinafter called "Client"), **as defined in the BDS**, intends to apply part of the funds from the Funding Agency, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Works. Payments by the Funding Agency shall be made only at the request of RAC and upon approval by The Funding Agency in accordance with the grant/credit or Loan agreement, and shall be subject in all respects to the terms and conditions of that Agreement. Except as the Funding Agency may specifically otherwise agree, no party other than RAC shall derive any rights from the Grant/credit or Loan Agreement or have any rights to the loan proceeds.

3. Fraud and Corruption

Following the spirit of Rwanda airports procurement policy, RAC requires that any RAC representatives as well as Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement proceedings and execution of such contracts. In pursuit of this policy, RAC:

- (a) Referring to its procurement manual, gives the definition, for the purposes of this provision, of the terms set forth below as follows:
 - (i) **"Corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence RAC staff connected to tender proceedings at any stage.



- (ii) **“fraudulent practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead RAC staff who has a connection to a given tender to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“collusive practice”** means arrangement between two or more parties designed to achieve an improper purpose, including influencing another party or RAC staff
 - (iv) **“coercive practice”** means any act intending to harm or threaten to harm directly or indirectly persons, their works or their property to influence their participation in the procurement process or affect its performance;
- (b) RAC will 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) RAC 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) RAC 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 Eligible bidders at RAC are those who deal in commercial activities and registered as businesses or those holding professional licenses or exercising any liberal profession.
- 4.2 Participation is open on equal conditions to all companies or persons fulfilling the requirements herein except where:
 - (i) The bidder is currently blacklisted by either RAC or any public institution
 - (ii) The bidder has been prosecuted and found guilty in court, including any appeals process on corruption charges
 - (iii) The bidder is bankrupt
 - (iv) The Bidder has been excluded in accordance with regional or international conventions.

This criterion shall also apply to the proposed subcontractors or suppliers for any part of the Contract including Related Services.

- 4.3 A Bidder shall not have a conflict of interest. All bidders found to have 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:



- (A) are or have been associated in the past, with a firm or any of its affiliates, for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these bidding documents ; or
- (B) submit more than one bid in this bidding process, except for alternative offers permitted under ITB clause 13. however, this does not limit the participation of subcontractors in more than one bid;
- (c) other levels for the conflict of interest are indicated in RAC procurement manual

4.4 A Bidder that is under a declaration of ineligibility by RAC in accordance with ITB Clause 3, at the date of contract award, shall be disqualified. The list of debarred firms is available at the website specified in the **BDS**.

4.5 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the client

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to RAC, as RAC shall reasonably request.

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 RAC 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) 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 to under subparagraph 5.5 below.



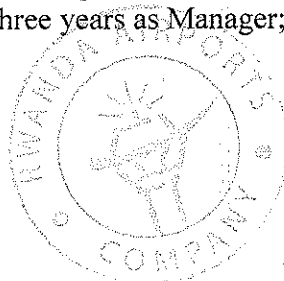
- (c) Major items of equipment proposed to carry out the Contract. The descriptions must demonstrate the bidder's ability to complete the works and should include inter alia:
The Bidder must indicate whether such equipment is owned by him, hired or used by subcontractor.
- (d) Qualifications and experience of key site management and technical personnel proposed for the Contract with their CVs and academic testimonials
- (e) 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), (b), and (e) 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 RAC 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.

A. 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 RAC in writing at the RAC's address **mentioned in the BDS**. RAC shall respond to any request for clarification received earlier than twenty one (21) days for ICB Fourteen (14) days for NCB prior to the deadline for submission of bids. Copies of the RAC's response shall be forwarded to all short listed companies, 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, RAC 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 short listed companies. Prospective bidders shall acknowledge receipt of each addendum in writing to the RAC.
- 11.3 RAC 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 take modifications into account when preparing their tenders.

B. 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 documents:

- (a) The bid (in the format indicated in Section III);



- (b) Bid Security or declaration of commitment where applicable, in accordance with ITB/TN Clause 17, if required;
- (c) Priced Bill of Quantities or clearly quoted unit prices;
- (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 RAC 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, as of the date 28 days for ICB or 14 for NCB 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 prices 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. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and GCC Clause 47.

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 RAC 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, RAC 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 RAC prior to bid submission;
 - (d) be payable promptly upon written demand by RAC 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 RAC 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 RAC 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 RAC, 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 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.

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 RAC 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, RAC 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 RAC at the address specified above no later than the time and date **specified in the BDS and in the clause 8 of TN**.



- 21.2 The RAC 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 RAC and the bidders previously subject to the original deadline shall then be subject to the new deadline.

22 Late Bids

Any Bid received by RAC 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

C. BID OPENING AND EVALUATION

24 Bid Opening

- 24.1 RAC 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 RAC may consider appropriate, shall



be announced by RAC 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 un-opened to bidders

- 24.4 RAC 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

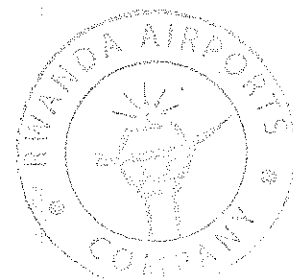
To assist in the examination, evaluation, and comparison of Bids, RAC may, at the Procuring Entity's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or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

27.2 A 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 RAC 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 RAC 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 RAC 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

Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS.**

F. AWARD OF CONTRACT

32 Award Criteria

RAC shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

33. RAC's Right to accept any Bid and to reject any or all Bids

RAC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature by both parties, without thereby incurring any liability to Bidders.

34. Notification of Award and Signing of Agreement

34.1 Before the expiry of the bid validity period, RAC shall simultaneously notify the successful and the unsuccessful bidders of the provisional outcome of the bids evaluation.

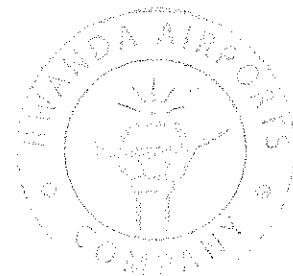
34.2 The notification shall specify that un-successful bidders they have five (5) days in which to lodge a protest, if any, before a contract is signed with the successful bidder.

34.3 The successful bidder may be required to provide a performance security in accordance with RAC procurement manual. Such a security shall not exceed 10 % of the contract Price;

34.4 Upon signature of a contract, un-successful bidders have the right to discharge their bid security.

34.5 Unless formal Contract is prepared and executed, the notification of award shall not constitute a binding Contract.

34.6 The written contract shall base on the bidding document, the successful bid, any clarification received and accepted, and any correction made and negotiations agreement between RAC and the successful bidder.



34. Performance Security

34.1 Within 7 and 15 days for National Competitive Bidding and International Competitive Bidding respectively, after receipt of notification of award from RAC, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable RAC.

34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event, RAC may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined RAC to be qualified to perform the Contract satisfactorily.

35 Advance Payment and Security

RAC 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 a Security. Section IX "Security Forms" provides a Bank Guarantee for Advance Payment form.

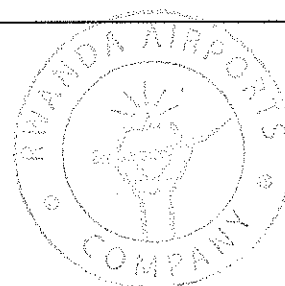
36 Adjudicator

RAC 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, RAC 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 RWANDA AIRPORTS COMPANY (RAC).</p> <p>The Works are: Construction of perimeter fence at Nemba Airstrip</p> <p>The identification of the contract is N° 47/W/2020-2021/Fence/N/RAC</p> |
| ITB 1.2 | The Intended Completion Date is: <i>Six (6) Months</i> . |
| ITB 2.1 | The Project is "Construction of perimeter fence at Nemba Airstrip" |
| ITB 4.3 | The list of firms debarred from participating in this project is available at: <i>RAC</i> website : www.rac.co.rw or RPPA website www.rppa.gov.rw |
| ITB 5.3¹ | The information required from bidders in ITB Sub-Clause 5.3 is modified as follows: <i>none</i> . |
| ITB 5.3 (j) | The ceiling for sub contractor's participation is: <i>20% of the total contract amount</i> . |
| ITB 5.4 | The qualification data required from bidders in ITB Sub-Clause 5.4 are modified as follows: <i>none</i> |
| ITB 5.5 | <p>The qualification criteria in ITB 5.5 are modified as follows:</p> <p>To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:</p> <ol style="list-style-type: none"> 1. Experience of the contractor in the field: <ol style="list-style-type: none"> i) General Experience of at least 10 years in the construction field ii) Specific experience: At least three construction projects one of which should be fence construction of not less than 300,000,000 Frw or its equivalency in a freely convertible currency. 2. Approved/existing Line of credit from a recognized commercial Bank of not less than 200,000,000 Frw or equivalent in a freely convertible currency (promise/conditional of line of credit is not acceptable). Alternatively, proof of availability of funds of the same amount is acceptable (attach current bank statement duly signed by the Bank) |



3. List of technical staff supported by their CVs and copy of academic qualifications as follows;
Qualifications and experience of key personnel proposed for administration and execution of the Contract.

| S/N | Position | Minimum Education | Total works experience (years) minimum | In similar works in construction projects (years) minimum |
|-----|-------------------|---|--|---|
| 1 | Project Manager | A0 Civil Engineering, Quantity Surveying, Construction management, Building construction. | 8 | 5 |
| 2 | Site Engineer | A0 in Civil Engineering | 5 | 3 |
| 3 | Foreman | A1 in construction | 5 | 3 |
| 4 | Quantity Surveyor | A0 in Quantity surveying | 5 | 4 |

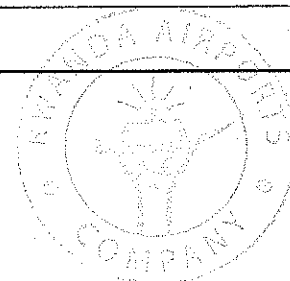
1. **Project Manager:** Holds either of the above mentioned degrees with strong communication and managerial skills with 8 years' experience managing construction projects. She/he must provide a CV indicating at least three projects she/he has managed in the past and at least 3 references. Experience working in similar environment.

2. **Foreman:** Holds Advanced diploma in construction with minimum of at least 3 years' experience in construction activities. She/he must provide a CV indicating at least one project she/he has managed related to fence construction.

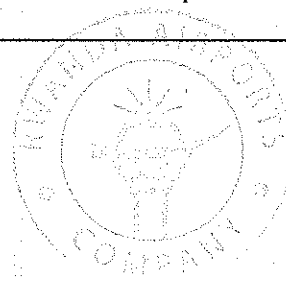
ITB 5.5 (a) The period is: *Minimum annual construction turnover of 2,000,000,000 Frw or its equivalency in a freely convertible currency calculated as total certified payments received for contracts in progress or completed within the last five (5) years*

ITB 5.5 (b) The essential equipment and tools to be made available for the contract by the successful Bidder with proof of ownership or contract for lease shall be:

| S/N | Equipment/Tool type | Capacity | Minimum No. |
|-----|------------------------|----------|-------------|
| 1 | Steel Bending Machine | - | 1 |
| 2 | Steel Cutting Machines | - | 2 |
| 3 | Jumping Compactors | BS 60Y | 2 |
| 4 | Concrete Mixer | 300L | 1 |



| | | | | |
|-------------------------------|--|--------------------------------|----------------------|---|
| | 5 | Generators | 50 -100KVA | 2 |
| | 6 | Welding Machines | 3 -Phase 46-250KW | 2 |
| | 7 | Sanding Machines/Speed Sanders | - | 3 |
| | 8 | Tipper Trucks | 10 TONS | 2 |
| | 9 | Pick-Ups (Single/Double Cabin) | 4WD | 1 |
| | 10 | Grass cutter machine | CG431 | 3 |
| ITB 5.5 (e) | Approved/existing Line of credit from a recognized commercial Bank of not less than 200,000,000 Frw or equivalent in a freely convertible currency (promise/conditional of line of credit is not acceptable). Alternatively, proof of availability of funds of the same amount is acceptable (attach current bank statement duly signed by the Bank) | | | |
| ITB 5.6 | Subcontractors' experience and resources shall not be taken into account. | | | |
| ITB5.7 | The percentage of margin's domestic preference is: Not applicable | | | |
| B. Bidding Documents | | | | |
| ITB 10.1 | RAC address's for clarification is: RWANDA AIRPORTS COMPANY , Po Box 1171 Kigali-Rwanda , Tel: (+250) 252585555/ 0723766283 | | | |
| C. Preparation of Bids | | | | |
| ITB 12.1 | The language of the bid is: <i>English</i> | | | |
| ITB 13 | Documents composing the bid: <ol style="list-style-type: none"> 1. List of bidding documents to be submitted; 2. Application letter signed, dated, and stamped in conformity to the one annexed to this tender document (FORMS OF BID/CONTRACTOR'S BID) 3. Photocopy of trading license with similar works on the list. 4. Testimonial of tax clearance from Rwanda Revenue Authority for Rwandan companies 5. General Experience of at least 10 years in the construction field 6. Specific experience: At least three projects for construction projects one of which should be fence construction of not less than 300,000,000 Frw or its equivalency in a freely convertible currency. | | | |



| | |
|------------------------------|---|
| | <p>7. Testimonial of debt clearance from the National Social Security Fund for Rwandan companies</p> <p>8. Bid guarantee of Frw or equivalent currency worth 1.5% of the total bid price from either a bank or an insurance company operating in Rwanda which shall be valid until 30 days after the bids validity period;</p> <p>9. Written power of attorney of the signatory of the bid to commit the bidder;</p> <p>10. Priced bill of quantities or clearly quoted unit prices</p> <p>11. Approved/existing Line of credit of at least 200,000,000 Frw or equivalent in a freely convertible currency (promise/conditional of line of credit is not acceptable). Alternatively, proof of availability of funds of the same amount is acceptable (attach current bank statement duly signed by the Bank)</p> <p>12. Work plan not exceeding six (6) months completion from contract signature</p> |
| ITB 14.4 | The Contract is <i>not</i> subject to price adjustment |
| ITB 15.2 | The authority for establishing the rates of exchange shall be: <i>National Bank of Rwanda (BNR)</i> . |
| ITB 15.3 | Bidders <i>are not</i> required to substantiate the rates and prices. |
| ITB 16.1 | The Bid shall be valid for 120 <i>days</i> . |
| 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: 1.5% of the total bid price |
| ITB 18.1 | Alternative Bids <i>shall not be</i> considered. |
| ITB 19.1 | The number of copies of the Bid to be completed and returned shall be: 03. |
| D. Submission of Bids | |
| ITB 20.2 (a) | <p>For bid submission purposes, RAC's address is:</p> <p>Attention: <i>MANAGING DIRECTOR RWANDA AIRPORTS COMPANY/ Procurement office</i></p> <p>Address: <i>Kigali international Airport.</i></p> <p>Floor-Room number: <i>RAC Front desk (Reception) ground floor.</i></p> <p>City: <i>KIGALI</i></p> <p>Country: <i>RWANDA</i></p> <p>The deadline for the submission of bids is:</p> |

| | |
|--------------------------------------|--|
| | Date: 22 nd September 2020 Time: 10:00 Am local time/8:00 GMT |
| ITB 20.2 (b) | Name and Identification number of the contract as given in ITB 1.1 above in this sheet: Fence Construction for Nemba Airstrip Number 47/W/2020-2021/Fence/N/RAC |
| ITB 20.2 (c) | The warning should read "DO NOT OPEN BEFORE" 22 nd September 2020 at 10:30 Am. |
| ITB 21.1 | The deadline for submission of bids shall be 22 nd September 2020 at 10:00 Am. |
| E. Bid Opening and Evaluation | |
| ITB 24.1 | The bid opening shall take place at: Street Address: KIGALI INTERNATIONAL AIRPORT (RAC Offices) Floor/ Room number: 2 nd floor, Passenger terminal City: KIGALI COUNTRY: RWANDA Date: 22 nd September 2020 Time: 10:30 Am local time/8:30 GMT |
| ITB 31.1 | Domestic contractors <i>shall</i> receive a margin of preference of. Not applicable |
| F. Award of Contract | |
| ITB 35.1 | The Standard Form of Performance Security acceptable to RAC shall be <i>Surety from Financial Institution</i> . <i>[A surety from Financial Institution shall be unconditional (on first demand) (see Section X: Security Forms).</i> |
| ITB 36.1 | The Advance Payment shall be limited to 20 percent of the total contract amount upon presentation of an advance payment guarantee from either a bank or an insurance company equivalent to 100% of the money advanced. |



**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 RAC 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 Contract shall be paid in the following currencies:

| Currency | Percentage payable in currency | Rate of exchange: one foreign equals <i>[insert local]</i> | Inputs for which foreign currency is required |
|----------|--------------------------------|--|---|
| (a) | | | |
| (b) | | | |

The advance payment required is:

| Amount | Currency |
|--------|----------|
| (a) | |
| (b) | |

We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.



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—has not been declared ineligible by the RAC, or under the laws or official regulations of the Republic of Rwanda in accordance with ITB Sub-Clauses 4.3 and 4.4.

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 post qualification 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]*

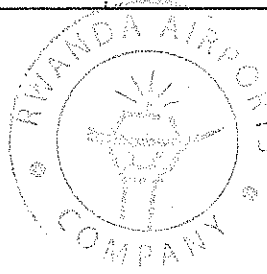
1.2 Annual amounts of construction works performed during the last *[insert number pursuant to BDS sub clause 4.5(a)]* years *[insert amounts in the national currency equivalent]*

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 under way 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 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.

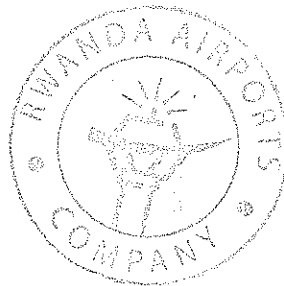


2. Joint Ventures

- 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 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.

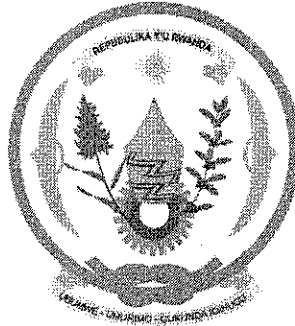
You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract Documents, (b) sign and return the attached Contract Documents, and (c) forward the performance security pursuant to ITB Sub-Clause 35.1, i.e., within 21 days after receipt of this Letter of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

Attachment: Agreement and Special Condition of the Contract





REPUBLIC OF RWANDA

Title: Construction of perimeter fence at Nemba Airstrip .

By and between

Name of the Procuring Entity: Rwanda Airports Company

and

.....

Contract number: 47/W/2020-2021/Fence//I/RAC

Contract amount and currency:

Contract duration: Six Months

Project Manager: RAC Head Engineering & Maintenance

Date of contract:



This CONTRACT hereinafter referred to as the “Contract” is entered into by and between Rwanda Airports Company represented by Mr....., the Managing Director and Ltd/Co, incorporated in (Country) under the Registry number Represented by Mr/Mrs/Ms, ID/PC N°....., issued at....., the of the company Hereinafter referred to as the “Contractor”

WHEREAS:

RAC is desirous that the Contractor to procure the works for *[insert name and identification number of Contract]* as specified in the General Conditions of Contract attached to this Contract (hereinafter called “the Works”);

RAC has accepted the bid by the Contractor for the execution and completion of such works through an appropriate tender process.

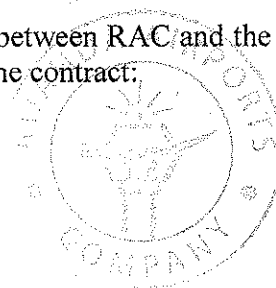
The Contractor having represented to RAC that they have the required capacity has agreed to execute the works specified in this contract;

RAC has received funds from the *[Insert the name of the funding Institution]*, hereinafter called the (“Funding Institution”) towards the cost of the works and intends to apply a portion of the proceeds of these funds to payments under this Contract;

Or (c) RAC has decided to allocate a portion of its own budget to finance _____

Now therefore this Agreement is entered into as follows:

1. Object of the contract is Civil and plumbing maintenance contract at all RAC Airports as specified in this contract
2. Considering the terms and conditions of payments to be made by RAC to the Contractor as hereinafter mentioned, the Contractor hereby convenes with RAC to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. RAC 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 amounting to *[insert the amount]* 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.
4. The following documents shall constitute the contract between RAC and the Contractor, and each shall be read and construed as an integral part of the contract:



- a. Contract,
 - b. Letter of Acceptance,
 - c. Special Conditions of Contract,
 - d. General Conditions of Contract,
 - e. Specifications,
 - f. Bill of Quantities,
 - g. Bill of prices, and
 - h. Contractor's Bid,
 - i. Any other document listed in the SCC as forming part of the Contract.
5. 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 _____
Binding Signature of RAC [*signature of an authorized representative of the Procuring Entity*]

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

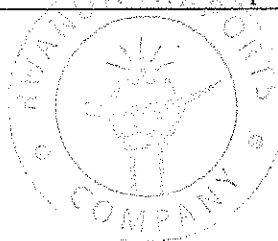


SECTION IV. GENERAL CONDITIONS OF CONTRACT

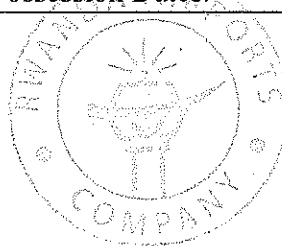
General Conditions of Contract

1. Definitions

- (a) The **Adjudicator** is the person appointed jointly by RAC and the Contractor to resolve disputes in the first instance, as provided for in GCC Clauses 24 and 25 hereunder.
- (b) **BDS** means Bid Data Sheet
- (c) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (d) **Compensation Events** are those defined in GCC Clause 44 hereunder.
- (e) The **Completion Date** is the date of completion of the works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.
- (f) The **Contract** is the contract between RAC and the Contractor to execute, complete, and maintain the works. It consists of the documents listed in GCC Clause 2.3 below.
- (g) The **Contractor** is a person or corporate body whose bid to carry out the works has been accepted by RAC and who signs the contract with the latter.
- (h) The **Contractor's bid** is the offer prepared in accordance with the requirements of the bidding document and which was submitted by the Contractor to the Procuring Entity.
- (i) The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.
- (j) **Days** are calendar days; months are calendar months, unless provided otherwise.
- (k) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and equipment, in addition to payments for associated materials and plant.
- (l) A **Defect** is any part of the works not completed in accordance with the contract.
- (m) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (n) The **Defects Liability Period** is the period named in the SCC Sub-Clause 35.1 and calculated from the Completion Date.



- (o) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (p) **RAC** is the party who employs the Contractor to carry out the works, as specified in the SCC.
- (q) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the site to construct the works.
- (r) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of RAC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (s) The **Initial Contract Price** is the contract price listed in the Procuring Entity's Letter of Acceptance.
- (t) 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.
- (u) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the works.
- (v) **Plant** is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.
- (w) The **Project Manager** is the person named in the SCC (or any other competent person appointed by RAC 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.
- (x) **SCC** means Special Conditions of Contract
- (y) The **Site** is the area defined as such in the SCC.
- (z) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (aa) **Specification** means the nature of the works included in the contract and any modification or addition made or approved by the Project Manager.
- (bb) The **Start Date** is given in the SCC. It is the latest date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.



- (cc) 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.
- (dd) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the works.
- (ee) A **Variation** is an instruction given by the Project Manager which varies the works.
- (ff) The **Works** are what the contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC.**
- (gg) **Other documents:** documents that may be listed in SCC as part of the contract

2. Interpretation

- 2.1 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. For the interpretation of these GCC, singular also means plural, masculine also means feminine 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).

3. Effectiveness of Contract

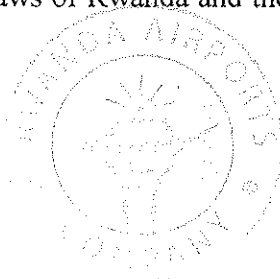
- 3.1. This Contract shall come into effect on the date the Contract is signed by both parties, or such other later date as may be **stated in the SCC.**

4. Commencement of Services

- 4.1 The Consultants shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

5. Law and Language

- 5.1 The Law governing the Contract shall be laws of Rwanda and the Language of the Contract shall be as **stated in the SCC.**



6. Project Manager's Decisions

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

7. Delegation

7.1 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.

8. Notices or communications

8.1 Any notice or communication given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

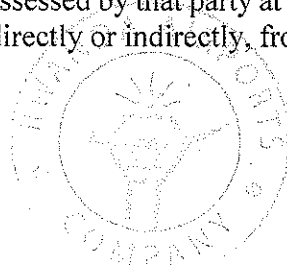
9. Confidentiality

9.1 RAC and the Contractor shall keep confidentiality and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from RAC to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor.

9.2 RAC shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from RAC for any purpose other than the performance of the Contract.

9.3 The above obligation of a party, however, shall not apply to information that:

- (A) RAC or contractor need to share with RAC or other institutions participating in the financing of the contract;
- (B) Now or hereafter enters the public domain through no fault of that party;
- (C) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or



- (D) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

9.4 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the execution or any part thereof.

9.5 The provisions above shall survive completion or termination, for whatever reason, of the Contract.

10. Subcontracting

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

11. Other Contractors

11.1 The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and RAC 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. RAC may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

12. Personnel

12.1 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.

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

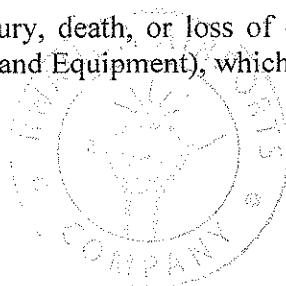
13. RAC's and Contractor's Risks

13.1 RAC carries out the risks which this contract states are RAC's risks, and the Contractor carries the risks which this contract states are Contractor's risks.

14. RAC's Risks

14.1 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 RAC or in the RAC's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.
- 14.2 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 RAC'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.

15. Contractor's Risks

15.1 From the starting date until the defects liability certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not RAC's risks are Contractor's risks.

16. Insurance

- 16.1 The Contractor shall provide, in the joint names of RAC 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.
- 16.2 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.
- 16.3 If the Contractor does not provide any of the policies and certificates required, RAC may affect the insurance which the Contractor should have provided and recover the premiums

RAC 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.

16.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

16.5 Both parties shall comply with any conditions of the insurance policies.

17. Force Majeure

17.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

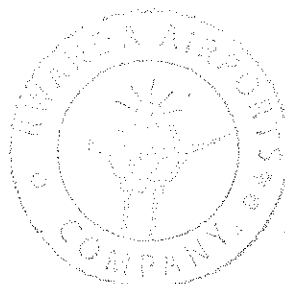
17.4 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

17.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than five (5) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

17.6 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8 Not later than thirty (30) days after the Contractor, as the result of an event of Force Majeure, have become unable to perform a material portion of the works, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.



18. Contract Amendment

18.1 No amendment or other variation of the Contract shall be valid unless it is in writing, in form of an addendum, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

18.2 The amendment shall not affect the substance and the nature of the original contract, and any amendment increasing 20% of the contract shall require a new tender.

19. Entire Agreement

19.1 The Contract constitutes the entire agreement between RAC and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

20. No waiver

20.1 No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

20.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

21. Severability

21.1 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

22. Good Faith

22.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract

23. Site Investigation Reports

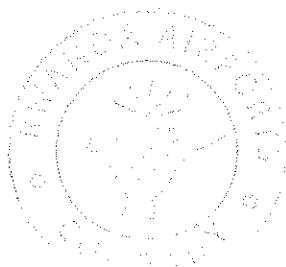
23.1 Contractor, in preparing the bid, shall rely on any Site Investigation Reports referred to in the SCC, supplemented by any information available to the Bidder.

24. Queries about the Special Conditions of Contract

24.1 The Project Manager shall clarify queries on the SCC.

25. Contractor to Construct the Works

25.1 The Contractor shall construct and install the works in accordance with the specifications and drawings.



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

26.1 The Contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the intended completion date.

27. Approval by the Project Manager

27.1 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.

27.2 The Contractor shall be responsible for design of Temporary Works.

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

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

27.5 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.

27.6 Any other approval as specified in the contract.

28. Safety

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

29. Discoveries

29.1 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.

30. Possession of the Site

31.1 The RAC 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 RAC shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

31. Access to the Site

31.1 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.

32. Instructions, Inspections and Audits

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



32.2 The Contractor shall permit the RAC 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.

33. Disputes settlement

33.1 Amicable Settlement

33.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

33.3 Litigation or Arbitration

33.3.1 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

B. CONTROL OF THE SCHEDULE

34. Program

34.1 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.

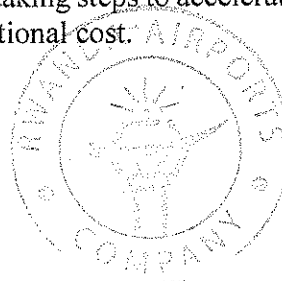
34.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

34.3 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.

34.4 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.

35. Extension of the Intended Completion Date

35.1 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.



35.2 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.

35.3 Request for extension of time shall be made not later than within a time period **stated in SCC**. Any request made after that period may be rejected by RAC or accepted without prejudice to the application of liquidated damages.

36. Acceleration

36.1 When RAC 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 RAC accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both RAC and the Contractor.

36.2 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.

37. Delays Ordered by the Project Manager

37.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works. Such instruction shall impact on the completion date which shall be extended accordingly.

38. Management Meetings

38.1 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.

38.2 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.

39. Early Warning

39.1 The Contractor shall warn the Project Manager at the earliest opportunity, before the execution of the affected works or related activities, 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.



39.2 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

40. Identifying Defects

40.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

41. Tests

41.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

42. Correction of Defects

42.1 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.

42.2 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.

43. Uncorrected Defects

43.1 If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

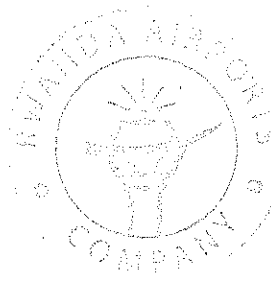
D. COST CONTROL

44. Bill of Quantities

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

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

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



46. Changes in the Quantities

46.1 If the reduction of the activities of the tender results in a reduction of its cost by more than twenty per cent (20%) of the initial contract, RAC and the Contractor shall negotiate the compensation to be given to the Contractor depending on the total expense incurred in the execution of the tender. This compensation shall not exceed twenty percent (20%) of the activities that have been reduced.

46.2 If the addition of the activities of the tender results in an increase of its costs by more than twenty percent (20%) of the initial contract, RAC shall proceed to the award of a new tender or seek for no objection from Rwanda Public Procurement Authority to award that new tender to the current contractor.

47. Variations

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

48. Payments for Variations

48.1 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 request or within any longer period stated by the Project Manager and before the Variation is ordered.

48.2 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 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.

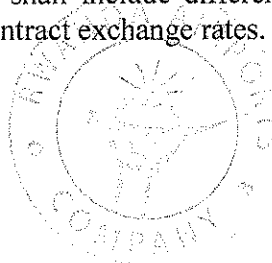
48.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the contract price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

48.4 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.

48.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

49. Cash Flow Forecasts

49.1 When the Program 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.



50. Payment Certificates

- 50.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 50.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 50.3 The value of work executed shall be determined by the Project Manager.
- 50.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 50.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 50.6 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.

51. Payments

- 51.1 Payments shall be adjusted for deductions for advance payments and retention. RAC shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate. The penalties for delayed payments **shall be as stated in SCC**.
- 51.2 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.
- 51.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 51.4 Items of the Works for which no rate or price has been entered in shall not be paid for by RAC and shall be deemed covered by other rates and prices in the Contract.

52. Compensation Events

- 52.1 The following shall be Compensation Events:
- (a) RAC does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 21.1.
 - (b) RAC 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 RAC 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.

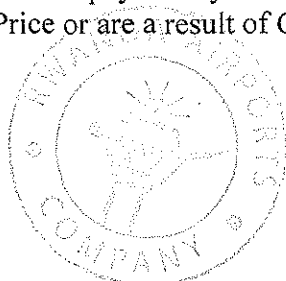
52.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price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

52.3 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.

52.4 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.

53. Tax

53.1 The taxes, duties, levies applicable, shall be included in the contract price except when they are subject to exemption in accordance with the tax legal framework. 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.



54. Currencies

54.1 Companies registered in Rwanda and those owned by Rwandan nationals shall only be paid in Rwanda currency. 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.

55. Price Adjustment

55.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC and in accordance with the Law N°12/2007 of 27/03/2007 on Public Procurement as modified and completed to date and with regulations on public procurement. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the following formula:

$$P1 = P0 [a + bL1/ L0 + cM1/ M0] - P0$$

$a+b+c = 1$ in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labour component in the Contract Price

c = estimated percentage of material component in the Contract Price.

L0, L1 = labour indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by RAC are as follows:

a = [insert value of coefficient]

b = [insert value of coefficient]

c = [insert value of coefficient]

55.2 The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = [insert number of weeks] weeks prior to date of shipment (representing the midpoint of the period of manufacture).

55.3 The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible.



RAC will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the contract price paid to the Supplier as advance payment.

55.4 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.

56. Retention

56.1 RAC shall retain from each payment due to the Contractor the proportion **stated in the SCC**, until Completion of the whole of the Works and shall be payable to RAC for any loss resulting from the Contractor's failure to complete his obligations under this contract.

56.2 On completion of the whole 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.

56.3 On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee.

57. Liquidated Damages

57.1 The Contractor shall pay liquidated damages to RAC at the rate of one thousandth (1‰) of the LPO amount per each day of delay to complete any phase of the works as stated in the work schedule as approved by the Project Manager. The total amount of liquidated damages shall not exceed 3% of the total amount of the contract.

57.2 Once the maximum is reached, RAC may terminate the contract or extend its duration until full completion. However such extension of the contract shall not exceed the time period **stated in SCC** and penalties shall continue to accrue until full completion of the contract or termination.

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

58. Bonus.

58.1 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.



59. Advance Payment

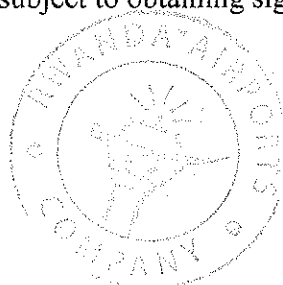
- 59.1 RAC shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to RAC in amounts and currencies equal to the advance payment. The 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.
- 59.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager. If the Contractor uses part of or entire amount of the advance paid to him in activities other than those related to the contract, the advance shall immediately be considered as a debt which shall be paid by seizing the entire security or part of it.
- 59.3 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.

60. Securities

- 60.1 The Performance Security shall be provided to RAC 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 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 the date specified therein.
- 60.2 If the public contract execution period has been extended or its value has increased, the contractor shall respectively extend the validity period of the performance security and submit a performance security of an increased amount respectively.

61. Dayworks

- 61.1 If applicable, the Dayworks 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.
- 61.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 61.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.



62. Cost of Repairs

62.1 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

63. Completion

63.1 Provisional acceptance of works

63.1 The Contractor shall officially inform the Project Manager of the completion of the works and request him to schedule a site visit for the purpose of provisional acceptance of completed works. The provisional acceptance shall take place within twenty (20) days following effective completion of works. The Project Manager together with the Contractor shall inspect the project and make a statement agreeing to or refusing the provisional acceptance of works, indicating mistakes to be corrected if any. In case of mistakes the Project Manager can decide to partially accept the works without mistakes and reschedule the inspection until full provisional acceptance.

63.2 Final acceptance of works

63.2.1 Within twenty (20) days prior to the expiry of the guarantee period for the provisional acceptance of works a final acceptance shall be scheduled upon the request by the Contractor, subject to correction of all mistakes notified to the Contractor during the guarantee period.

63.3 Certificate of completion

63.3.1 After final acceptance of works the Contractor shall request RAC to be given a certificate of good completion of works indicating the date on which he completed his contractual obligations.

64. Taking Over

64.1 The Procurement Authority shall take over the site and the works within seven (7) days of the Project Manager's issuing a certificate of Completion.

65. Final Account

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



it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

66. Operating and Maintenance Manuals

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

66.2 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.

67. Termination

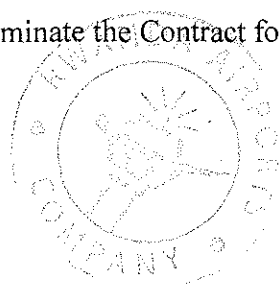
67.1 RAC or the Contractor may terminate the Contract if one or another party causes a grave breach of the Contract.

67.2 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) RAC or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by RAC 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 RAC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

67.3 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.

67.4 Notwithstanding the above, RAC may terminate the Contract for convenience.



67.5 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.

68. Payment upon Termination

68.1 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 RAC exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

68.2 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.

69. Property

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

70. Release from Performance

70.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either RAC or the Contractor, the Project Manager shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

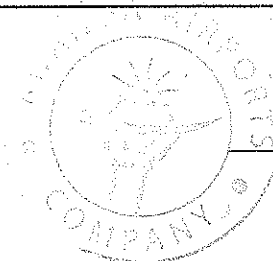


SECTION V: SPECIAL CONDITIONS OF CONTRACT

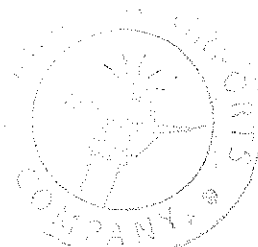
| A. General | |
|-------------------|--|
| GCC 1 (m) | The Defects Liability Period is 12 months from the date of provisional handover |
| GCC 1(p) | The Procuring Entity is Rwanda Airports Company |
| GCC 1 (t) | The Intended Completion Date for the whole of the Works Six Months from the date of contract signature. |
| GCC 1(w) | The Project Manager is Rwanda Airports Company Chief Engineering and Maintenance. |
| GCC 1(y) | The Site is located at: <i>Kigali International Airport.</i> |
| GCC 1(bb) | The Start Date shall be fixed on the purchase order and agreed upon depending on the work to be done |
| GCC 1(ff) | The Works consist of: Fence construction at Nemba Airstrip |
| GCC 1 (gg) | <p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> a. Contract, b. Letter of Acceptance, c. Special Conditions of Contract, d. General Conditions of Contract, e. Specifications, f. Bill of Quantities, g. Bill of prices, and h. Contractor's Bid |



| | |
|-----------------|---|
| GCC 2.2 | Sectional Completions are: not allowed |
| GCC 3 | The effective date of this contract is the date the last of the signatories attaches its signature |
| GCC 4 | Commencement date of the works is the date the contract is signed by both parties |
| GCC 5 | The language of the contract is English. The law that applies to the Contract is the laws of Rwanda. |
| GCC 8 | The notice or communication shall be sent to: MANAGING DIRECTOR OF RWANDA AIRPORTS COMPANY Address: Po Box 1171 KIGALI; Floor-Room number: RECEPTION DESK, GROUND FLOOR City: KIGALI Country: RWANDA. Tel: (+250) 252585555 |
| GCC 11 | Schedule of other contractors: N/A |
| GCC 12.1 | Key Personnel: Project Manager |
| GCC 16.1 | The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials: 50,000,000 deductible 500,000Frw. (b) For loss or damage to Equipment: 2,000,000Frw deductible 200,000Frw. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: 10,000,000 deductible 100,000Frw. (d) for personal injury or death: (i) of the Contractor's employees: workmen's compensation insurance (3,000,000Frw for medical insurance) deductible of 30,000Frw (ii) of other people: 50,000,000Frw for third party liability insurance of other deductible 500,000Frw. |
| GCC 23 | Site Investigation Reports are: <i>visual inspection reports</i> |
| GCC 24 | Queries on Special Conditions of the Contract shall be in writing |
| GCC 31 | The Site Possession Date(s) shall be: within one week from the date of signing the contract |
| GCC 33 | Fees and types of reimbursable expenses to be paid to the Adjudicator: N/A. |



| B. Time Control | |
|----------------------------------|--|
| GCC 34.1 | The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance. |
| GCC 34.3 | The period between Programs updates is 7 (seven) calendar days. The amount to be withheld for late submission of an updated Program is N/A. |
| C. Quality Control | |
| GCC 35.3 | The request for the extension of time shall be made within 15 days |
| GCC42 | The Defects Liability Period is: 12 months from the time of provisional reception of works |
| D. Cost Control | |
| CGC 51.1 | The payment shall be made within 45 days from the date of receipt of an acceptable invoice with supporting documents |
| GCC 54 | The currency of the Procuring Entity's country is: Rwanda Francs. |
| GCC 55 | The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 55, and the following information regarding coefficients <i>does not</i> apply. |
| GCC 56.1 | The proportion of payments retained is: <i>not applicable</i> |
| GCC 57 | The liquidated damages for the whole of the Works are 1/1000 <i>of the</i> total contract amount per day of delay. The maximum amount of liquidated damages for the whole of the Works is 3% of the total contract amount Once the contract is not terminated while the maximum of liquidated damages of 3% is reached, the contract extension shall not exceed 30 days and penalties shall continue to accrue until completion of the works |
| GCC 58 | The Bonus for the whole of the Works is N/A. |
| GCC 59.1 | The Advance Payments shall be: <i>20% of the total contract amount upon presentation of an advance payment guarantee</i> |
| GCC 60.1 | The Performance Security amount is 5% of the total contract amount |
| E. Finishing the Contract | |
| GCC 66.1 | The date by which operating and maintenance manuals are required is the date of request for temporarily reception of works. |



| | |
|-------------------------------|---|
| | The date by which “as built” drawings are required is the date of commissioning of works. |
| GCC 66.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>N/A</i> . |
| GCC 67.2 (g) | The maximum number of days is: <i>one month</i> . |
| GCC 68.1 | The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[to be précised later</i> |

TECHNICAL SPECIFICATIONS

PART- I: FENCE

I.1. MESH

I.1.1 SCOPE

The mesh is a square spot-welded made of low-carbon steel wire and afterwards PVC coated.

The line wires are crimped in the middle of each mesh. On one side, the mesh is provided with a barb of about 25 mm in the opposite direction of the crimp.

(See figure 1)



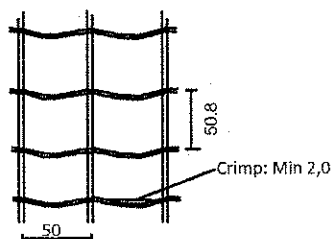


Figure 1

Normative references

- ISO 16120-2: Non alloy steel wirerod for conversion to wire-Part 2: Specific requirements for general purpose wire rod.
- EN 1179: Zinc and zinc alloy - Primary zinc
- ISO 220343-2: Steel wire and wire products for fences - Steel wire welded mesh fencing
- EN 10245-2: Steel wire and wire products - Organic coatings on steel wire wire - 2: PVC finished wire

Definitions:

Normal wire diameter: The diameter in mm to designate the wire.

Real wire diameter: The average value of the minimum and maximum diameter, measured in the same section of straight piece of wire , by means of a micrometer to 0.01 mm.

Mesh sizes: See figure 1

The meshes are measured from centre to centre of the wires.

Lines wires: The wires running in the longitudinal direction of the mesh.

Cross wires: The wires running in the transverse direction of the mesh.

I.1.2. RAW MATERIALS

I.1.2.1 WIRE

| Element | % |
|---------|------|
| C | 0.10 |



| | |
|----|---------|
| Si | 0.3 |
| Mn | 0.3-0.6 |
| P | 0.035 |
| S | 0.035 |

The wire rod is in accordance with the European standard ISO 16120-2

The design of the wire rod is C9D.

I.1.2.2 Zinc

Minimum 99.95 % of pure zinc is used for galvanizing steel, in accordance with Z3 of EN 1179.

I.1.2.3 PVC

The PVC is free of cadmium, lead and DOP.

Color: green

I.1.3. Properties

I.1.3.1 Wire diameters and tolerances

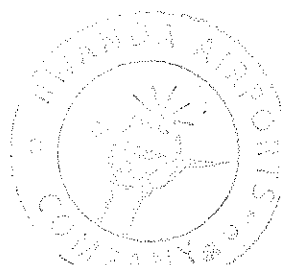
| Normal wire diameter (mm) | | Application |
|---------------------------|------------|-------------|
| Core wire | PVC-Coated | |
| 3.00 | 3.5 | Line wire |
| 3.00 | 3.5 | Cross wire |

Table 1 wire diameter and tolerance

The tolerance is in accordance with ISO 22034-2

I.1.3.2 Mesh sizes and tolerances

Spacing of the line wires: 50.8 mm; Tolerance = 4 mm



Spacing of the cross wires: 50.8 mm; Tolerance = 4 mm

The tolerances are in accordance with EN10223-4

I.1.3.3 Tensile strength

Tensile strength of the line wire: Min 400 N/mm²

Tensile strength of the line wire: Min 600 N/mm²

I.1.3.4 Weld shear strength

The average shear strength of 4 welds selected at random in 1 roll shall not be less than 75% of the min. Breaking load of the wire.

I.1.4. Coating

I.1.4.1 Metallic coating

Zinc coating thickness: Minimum 60g/m²

I.1.4.2 PVC coating

The PVC coating is fused and adhered to a primer that is curved onto galvanized core wire, thus achieving an excellent bond between and PVC.

The PVC- coating is in accordance with EN10245-2, class 2b.

Coating thickness layer on the PVC: Min 200 Micrometer (Average of 10 measurements)

I.1.5. Form of Delivery

I.1.5.1 Length of the roll

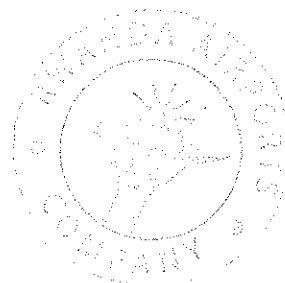
20m, tolerance: -0/+2 %

I.1.5.2 Internal roll diameter

About 150 mm

I.1.5.3 External roll diameter

Height 2510: About 420 mm



I.2. BEKACLIP POST AND Y-EXTENSION

I.2.1. SCOPE

The bekaclip post and Y-extension are made out of continuously hot-dip zinc coated steel sheet and subsequently polyester coated.

I.2.1.1 Normative references

- ISO 16120-2: Non alloy steel wire rod for conversion to wire-Part 2: Specific requirements for general purpose wire rod.
- EN 1179: Zinc and zinc alloy - Primary zinc
- ISO 220343-2: Steel wire and wire products for fences - Steel wire welded mesh fencing
- EN 10245-2: Steel wire and wire products - Organic coatings on steel wire wire - 2: PVC finished wire

I.2.1.2 Raw material

2.1 Base steel

The steel is in accordance with the European standard EN10346. The designation of the steel is: S250. The steel strip is continuously hot dip galvanized in accordance with EN 10346 Z275

If DX51D or S220 quality is used in accordance to EN10346, the yield strength shall be minimum 235N/mm²

2.2 Polyester

The polyester is free of lead and cadmium

I.2.1.3 Properties

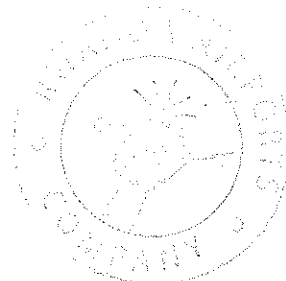
3.1 Tensile strength

The strength is specified by:

Tensile strength: Min 330 N/mm²

Yield strength: Min 235N/mm²

I.2.4. Coating



4.1 Metallic coating

Min. allowed zinc coating thickness: 275g/m² as an average of 3 measurements an double size determined. (In accordance with EN 10346)

4.2. Polyester coating

Thickness

Beckaclip post: Min 60 Micro (Average of 10 measurements)

Y-extension: min 100Micro (average of 10 measurements)

Color: Green

Adhesion:

Make two scratches by means of a hard metal pointed graving tool, penetrating through 25⁰to 35⁰peak with the point of a knife. The coating shall not be able lifted from the metal by more than 5mm.

References of the polyester to salts pray:

Make a diagonal cross by means of a hard metal pointed graving tool, penetrating through the metal. Test in accordance with ISO 9227.

I.3 ROUND BRACE POSTS

The brace post is made out of continuously hot-dip zinc coated steel stripe(Send zimir) and subsequently polyester coated. The brace post is cut at one side under 45⁰ and with a hook for fixation onto the round of bekaclip post.

I.3.1.1 Normative references

- ISO 16120-2: Non alloy steel wire rod for conversion to wire-Part 2: Specific requirements for general purpose wire rod.
- EN 1179: Zinc and zinc alloy - Primary zinc
- ISO 220343-2: Steel wire and wire products for fences - Steel wire welded mesh fencing



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If DX51D or S220 quality is used in accordance to EN10346, the yield strength shall be minimum 235N/mm²

2.2 Polyester

The polyester is free of lead and cadmium

I.3.1.3 Properties

3.1 Tensile strength

The strength is specified by:

Tensile strength: Min 330 N/mm²

Yield strength: Min 235N/mm²

I.3.4. Coating

4.1 Metallic coating

Min. allowed zinc coating thickness: 275g/m² as an average of 3 measurements an double size determined. (In accordance with EN 10346)

4.2. Polyester coating

Thickness

Beckaclip post: Min 60 Micro (Average of 10 measurements)

Y-extension: min 100Micro (average of 10 measurements)



I.5 TENSION AND TIE WIRE

The wire is galvanized and subsequently PVC coated in accordance with EN 10245-2

Zinc

Minimum 99.95% of pure zinc is used for galvanizing in accordance with Z3 of EN1179

PVC

The PVC is free of lead, cadmium and DOP

Tensile strength

Tensile strength of the tire wire: Min 400N/mm²

Tensile strength of the tension wire: Min 600N/mm²

Coating

Metallic coating: The tie and tension wire have a maximum zinc coating weight of 60g/m²

PVC coating: The wire is galvanized and the PVC coating is applied by extrusion onto the base wire.

I.6 ACCESSORIES

Set of fixation hooks for brace posts. Are made out of stainless steel quality 304 (ASI), number 1.4301 in accordance with EN10088-3

Self drilling screws: dimensions 4.8x25mm made out of stainless steel quality 304 (AISI), number 1.4301 in accordance with EN10088-3

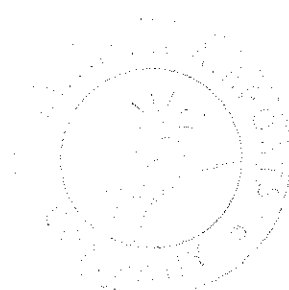
On each Y-extension, two caps made out of UV resistant are mounted.

Color: Green

I.7 CLIPS

The clip is made out of stainless steel

Normative references:



EN10088-3 Stainless steel-Part 3: Technical delivery conditions for semi- finished products, bars, rods, wire, sections and bright products of corrosion resisting steels for general purposes.

Raw material: The fortune

I.8 TENSIONERS

The tensioners are made out of steel, hot dip galvanized and subsequently polyester coated.

I.9. RAZOR WIRE

Blade type: CBT-65

Core wire thickness : 2.5mm

Blade thickness : 0.6mm

Barb length:65mm

Barb width 21mm

Barb spacing:100mm

Outside diameter 500mm stainless steel

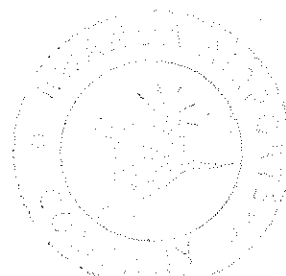
Loops per coil : 54/55 loops

Clip per loop : 3

Stainless steel

| Element | |
|---------|-----------|
| C | ≤0.08 |
| Mn | ≤2.0 |
| Si | ≤1.0 |
| S | ≤0.03 |
| P | ≤0.035 |
| Cr | 18.0~20.0 |
| Ni | 8.0~10.5 |
| N | ≤0.1 |

Tensile strength 500-550 MPa



Yield strength 210 MPa

Reference EN 10088-3

I.10. GATES

Scope

The specification of specifies requirements for swing gates.

The gate consists of different components:

Gate posts with or without fixation strip or quick fix system (hinge post and latch post)

Wiring (with or without dental strip)

Accessories (Hinges, lock system, ground bolt)

Raw materials

Steel: Continuously hot dip galvanized steel sheet is used in accordance with EN 10346, designation S250, zinc coating Z275

Polyester: Free from lead and cadmium.

The color of the polyester is green

| Element | % |
|---------|----------|
| C | ≤0.12 |
| Si | ≤0.3 |
| Mn | 0.35~0.8 |
| P | ≤0.035 |
| S | ≤0.04 |



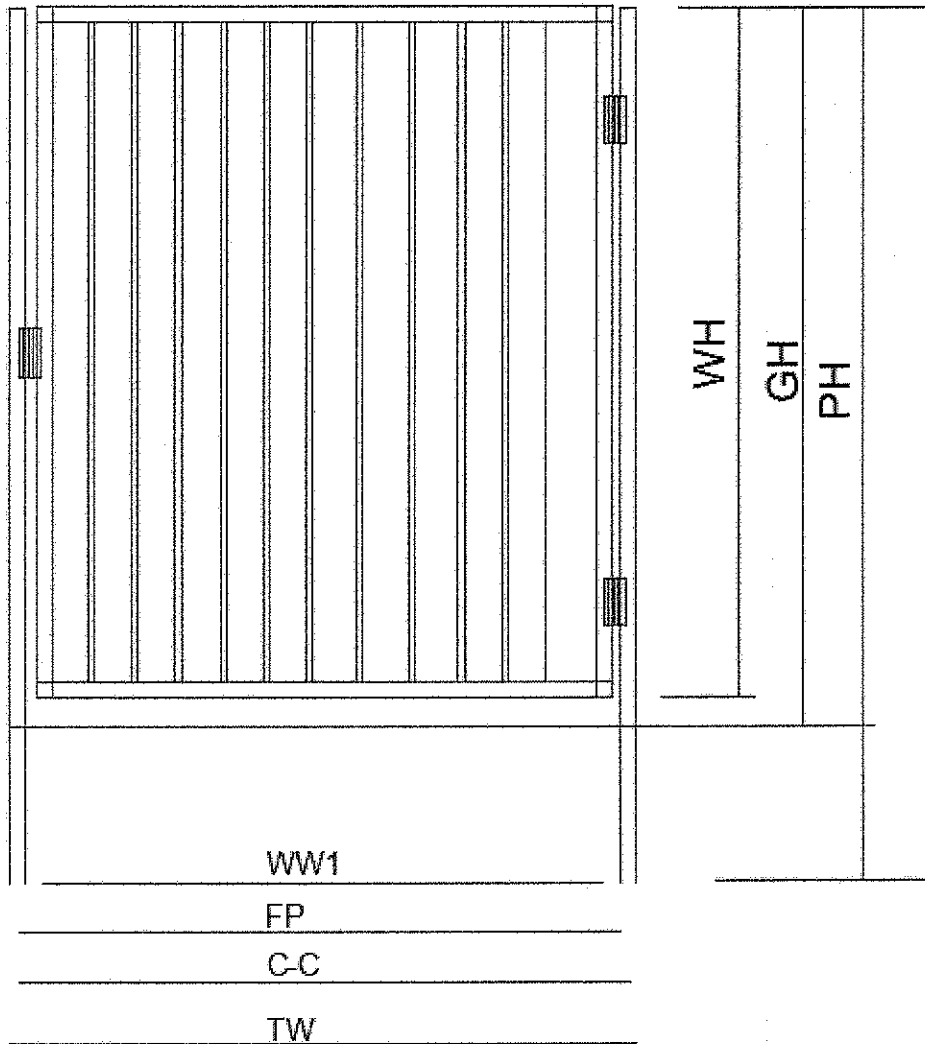


Figure 1 SINGLE SWING GATE

| Width (mm) | Height (mm) | Gate Post PH(mm) | Wing height WH (mm) | Total height GH(m) | Opening FP (mm) | Center-center C-C(mm) | Wing frame profile (mm) | 2x in fill mm |
|------------|-------------|------------------|---------------------|--------------------|-----------------|-----------------------|-------------------------|---------------|
| 1200 | 2430 | 80x80x3x31 50 | 2422 | 2472 | 1255 | 1335 | 60x40x1.5 | 1175x2422 |

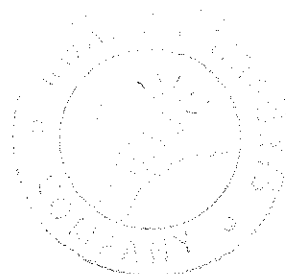


Table 2 : Single swing gate dimensions

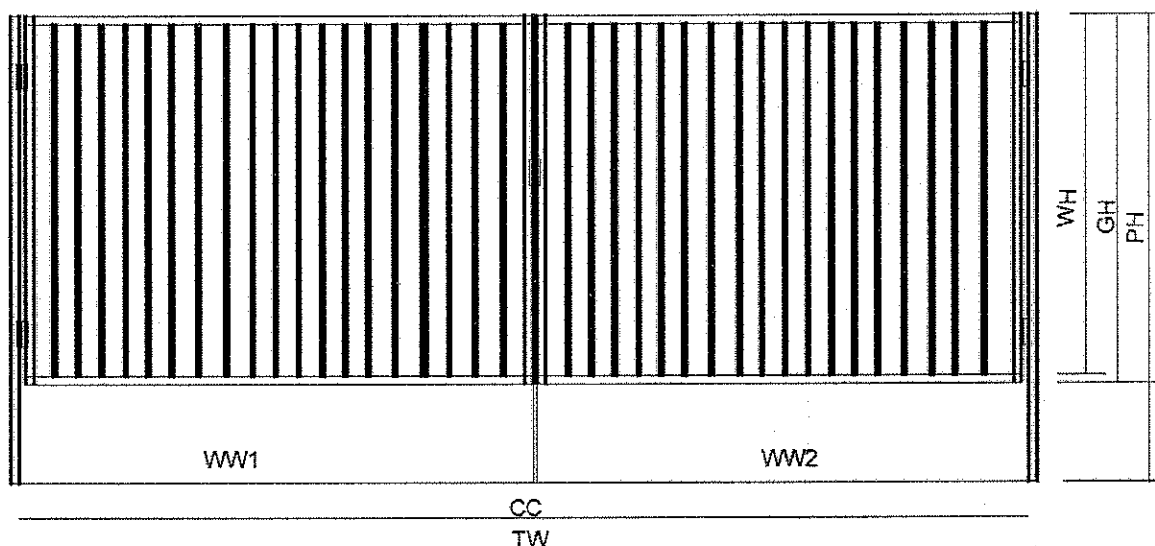


Figure 2 DOUBLE SWING GATE

| Width (mm) | Height (mm) | Gate Post PH(mm) | Wing height WH (mm) | Total height GH(m) | Opening FP (mm) | Center-center C-C(mm) | Wing frame profile (mm) | 2x in fill mm |
|------------|-------------|------------------|---------------------|--------------------|-----------------|-----------------------|-------------------------|---------------|
| 6000 | 2430 | 140x140x3x3150 | 2422 | 2472 | 5980 | 6080,6120 | 60x60x2,0 | 2930x2422 |

Table 3 Double swing gate dimensions

PART- II: CIVIL WORKS

II.1: SITE CLEARANCE

II.1.1 CLEARING SITE



Some of the existing gates, fences will be removed, and other structures and obstructions, trees, hedges bushes and shrubs. The materials so obtained shall so far as suitable be reserved and stacked for further use; all rubbish and material unsuitable for use shall be destroyed or removed from the site.

II.1.2 BUSHES AND SMALL TREES

All bushes and small trees, the main stem of which is less than 300 mm girth at 1 metre above ground level shall be uprooted (unless otherwise directed by the Engineer) and burnt or otherwise disposed of as directed by the Engineer.

II.1.3 HEDGES

Where directed by the Engineer, hedges shall be uprooted and disposed of by burning.

II.1.4 FELLING TREES

Where shown on the drawings or directed by the Engineer, trees shall be uprooted or cut down as near to ground as is possible. No trees shall be cut down without the express permission of the Engineer.

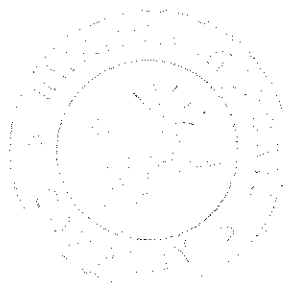
II.1.5 GRUBBING UP ROOTS

Stumps and tree roots shall, unless otherwise directed, be grubbed up, blasted, burnt or removed and disposed of in approved dumps to be provided by the Contractor. Where directed by the Engineer, the holes resulting from grubbing up shall be filled with approved materials.

II.2: EXCAVATIONS AND EARTH WORKS

II.2.1. Excavations

Trenches shall be excavated to the widths and depths shown on the drawings. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation to the Contract.



If however, the Contractor excavates to any greater depths than shown in the drawings or as instructed by the Engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to the satisfaction of the Engineer. The Contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the Engineer nor for the cost of back filling such excavation or disposing of surplus.

II.2.2. Soil disposal

Excavated soil that are not required for subsequent filling shall be removed and disposed in a place far from the excavated trenches, to avoid the refilling of the soil in the excavated trenches.

II.2.3. Hardcore foundation

Foundation in stones will be constructed in some places where the site presents many difference in levels.

Foundation in stones are to be joined by mortar cement proportioned with 300Kg/m³. The faces remaining visible will have to be assembled carefully in apparent masonry including the well compacted back fill.

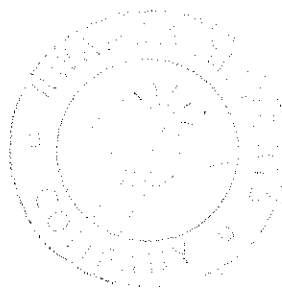
II.3 CONCRETE WORK

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works (B.S 8110 parts 1 & 2, BS 8004, B.S 8007) and any other approved Local and International Standards.

Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two shall prevail. Such clarification shall not have cost implications on the Contract.

II.3.1 PLANT, EQUIPMENT AND CONSTRUCTION PROCEDURES

Not less than 30 days prior to the installation of the Contractor's plant and equipment for processing, handling, transportation, storing and placing concrete, the Contractor shall submit drawings for approval by the Engineer, showing proposed general plant arrangement, together with a general description of the equipment he proposes to use.



After completion of installation, the operation of the plant and equipment shall be subject to the approval of the Engineer.

Where these Preambles, the Bills of Quantities or the Drawings require specific procedures to be followed, such requirements are not to be construed as prohibiting use by the Contractor of alternative procedures providing these have been approved by the Engineer in advance.

Approval of plant and equipment or their operation, or of any construction procedure, shall not operate to waive or modify any provision or requirements contained in the Preambles governing the quality of the materials of the finished work.

II.3.2 LEVELS AND FOUNDATIONS

The foundations of the Works shall be carried down to depths as may be directed by the Engineer and they must be cut as nearly to the size of the concrete as possible and the vacant spaces between the concrete and the solid ground excepting where otherwise shown must be carefully filled in as directed by the Engineer.

II.3.3 MATERIALS GENERALLY

All materials which have been damaged, contaminated or have deteriorated or do not comply in any way with the requirements of these Preambles shall be rejected and shall be removed immediately from the Site at the Contractor's own expense.

II.3.4 CEMENT

Cement unless otherwise specified shall be ordinary Portland Cement 42.5 of a brand and source approved by the Engineer and shall comply with the requirements of B.S. 12. A manufacturer's certificate of test in accordance with B.S 12 shall be supplied for each consignment delivered to the Site.

Should the Contractor require to use cement of Rapid Hardening variety, he shall submit his proposals to the Engineer along with any cost implications on the project for his approval. Any additional cost that may be caused by the use of Rapid Hardening cement shall be borne by the Contractor.

Cement may be delivered to the Site either in bags or in bulk.



If delivered in bags each bag shall be properly sealed and marked with the manufacturer's name and on the Site is to be stored in weatherproof shed of adequate dimensions with a raised floor. Each consignment shall be kept separate and marked so that it may be used in the sequence in which it is received. Any bag found to contain cement which has set or partly set, shall be completely discarded and not used in the works. Bags shall not be stored in stacks more than 2.0 metres in height.

No cement which has been kept on site in bags for more than 3 months shall be used in works.

If delivered in bulk the cement shall be stored in a weather proof silo either provided by the cement supplier or by the Contractor but in either case the silo shall be to the approval of the Engineer.

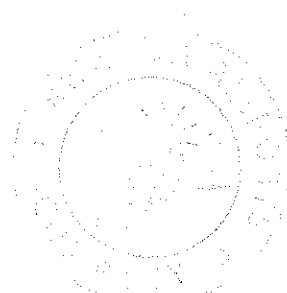
II.3.4 AGGREGATES

Aggregates shall conform with the requirement of B.S. 882 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respects by the Engineer before work commences.

The grading of aggregates shall be one within the limits set out in B.S. 882 and as later specified and the grading, once approved, shall be adhered to throughout the Works and not varied without the approval of the Engineer. Fine aggregates shall be clean, coarse, siliceous sand of good, sharp, hard quality and shall be free from lumps of stone, earth, loam dust, salt, organic matter and any other deleterious substances. It shall be graded within the limits of Zone 1 and 2 of Table 2 of B.S. 882.

Coarse aggregate shall be good, hard, clean, approved blacktrap or similar stone, free from dust, decomposed stone, clay, weather matter, foreign substances or friable thin elongated or laminated pieces. It shall be graded within the limits of Table 1 of B.S. 882 for its respective nominal size.

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractor's expense.



Aggregate shall be delivered to the Site in their prescribed sizes or gradings and shall be stock-piled on paved areas to boarded platforms in separate units to avoid intermixing. On no account shall premixed coarse aggregates be brought to the batching plant. On no account shall aggregates be stock-piled on the ground.

II.3.5 WATER

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

II.3.6 PROPORTIONS OF CONCRETE WORKS

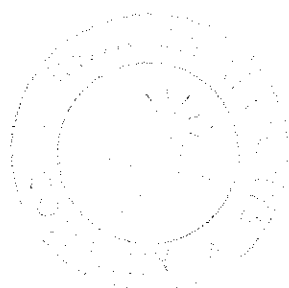
All structural concrete shall be proportioned in weight using weigh batching machines of an approved type (to B.S. 1305) and shall be properly maintained and checked for accuracy to the requirements of Factories Inspectorate and at such intervals as required by the law and/or as Engineer shall direct.

II.3.7 CEMENT

The quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified.

For non-structural concrete, volume batching may be used as indicated below.

| | | |
|--|--------|--------|
| Class of Concrete | 15 | 10 |
| Nominal Mix by Volume | 1:3:6 | 1:4:8 |
| Cubic metres of fine aggregate per 50 kg. bag of cement | 0.12 | 0.16 |
| Cubic metres of coarse aggregate per 50 kg bag of cement | 0.24 | 0.32 |
| Maximum size of coarse aggregate | 36 mm* | 36 mm* |



* or 20 mm for blinding concrete where described.

Where batching is by volume, approved gauge boxes of such a size as will give the correct proportions shall be used, and full account shall be taken of bulking due to high moisture content.

II.3.8 MIXING OF CONCRETE

The concrete shall be mixed only in approved power driven weigh batch mixers of a type and capacity suitable for the work. The batching plant shall have a reserve capacity of at least 30% over and above the expected maximum demand.

The weigh batch mixer shall be equipped with an accurate water measuring device. All materials shall be thoroughly mixed dry before the water is added and the mixing of each batch shall continue for a period of not less than two minutes after the water has been added and until there is a uniform distribution of the materials and the mass is uniform in color.

The entire contents of the mixed drum shall be discharged before recharging. The volume of mixed materials shall not exceed the rated capacity of the mixer. Whenever the mixer is started, 10% extra cement shall be added to the first batch and no extra payment will be made on this account.

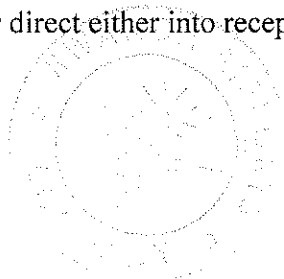
As a check on concrete consistency slump tests shall be carried out in accordance with B.S. 1881. The Contractor shall provide the necessary apparatus and allow for the cost of such test.

The slump of the concrete made with the specified water content, using dry materials, shall be determined and the water to be added under wet conditions shall be so reduced as to give approximately the same slump.

II.3.9 TRANSPORTING CONCRETE

The concrete shall be mixed as near to the place where it is required as is practicable, and only as much as is required for a specified section of the work shall be mixed at one time, such section to be commenced and finished in one operation without delay.

All concrete must be efficiently handled and used in the Works within twenty (20) minutes of mixing. It shall be discharged from the mixer direct either into receptacles or barrows and shall



Mixing machines, platforms and barrows shall be clean before commencing mixing and be cleaned on every cessation of the work.

Where concrete is laid on hardcore or other absorbent materials, the base shall be suitable and sufficiently wetted before the concrete is deposited.

Concrete shall be placed from a height not exceeding 1.5 m directly into its permanent position and shall not be worked along the shutters to that position. Unless otherwise approved, concrete shall be placed in a single operation to the full thickness of slabs, beams and similar members, and shall be placed in horizontal layers not exceeding 1.5 m deep in walls and similar members.

Concrete in columns may be placed to a height of 4.0 m with careful placing and vibration and satisfactory results. Where the height of the column exceeds 4.0 m suitable openings must be left in the shutters so that this maximum lift is not exceeded. The bottom 500 mm must first be thoroughly compacted before more concrete is added as the vibrator is gradually withdrawn.

Tops of lifts in walls and columns shall be finished level and well compacted so that minimal preparation of the next lift is required.

Concrete shall be placed continuously until completion of the part of the work between construction joints as specified hereinafter.

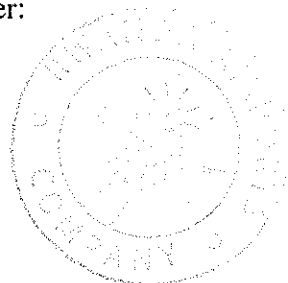
If stopping of concreting is unavoidable elsewhere, a construction joint shall be made where the work is topped. A record of all such joints must be made by the contractor and a copy supplied to the Engineer.

II.3.11 WET WEATHER CONCRETING

Concreting during periods of constant rain shall not be permitted unless aggregate stockpiles, mixers and transporting equipment and the areas to be concreted are adequately covered.

II.3.12 HOT WEATHER CONCRETING

Concreting shall not be permitted if its temperature at placing is in excess of 38°C. In order to maintain the temperature of the concrete below this value the following precautions shall be taken wholly or in part as instructed by the Engineer:



- i) All aggregate stockpiles, water lines and tanks as well as the mixer shall be protected from the direct rays of the sun.
- ii) Coarse aggregate shall be cooled by constant watering where possible.
- iii) Mixing water shall be cooled by the addition of ice to the storage tanks where necessary.
- iv) Rapid-hardening cement shall not be used.
- v) Where the above precautions are inadequate, concreting shall be carried out during the cooler parts of the day or night as may be directed by the Engineer.

When the air temperature is above 20°C loss of mixing water by evaporation shall be considered in arriving at the amount of water to be added to the mix. In order to maintain the water/cement ratio within permissible limits, an approved water-reducing agent shall be included in the mix.

The maximum water/cement ratio may be increased with the Engineer's permission during mixing, but on no account shall water be added to concrete directly or indirectly once it has left the mixer.

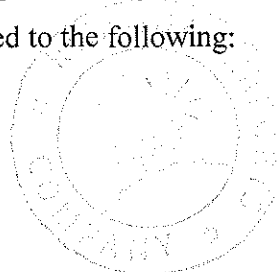
In order to reduce premature drying of the concrete during transporting and placing, all chutes, formwork and reinforcement shall be cooled by watering when possible, or shall otherwise be protected from the direct rays of the sun. Any water so used shall be removed by jetting with compressed air before placing the concrete in close contact.

As soon as possible after concreting, the formwork shall be stripped and the surface of the concrete shall be treated in accordance with the requirements stated elsewhere.

Where drying winds are encountered, wind shields shall be positioned as directed by the Engineer to protect exposed surfaces of the curing concrete.

II.3.7 CONTINUOUS POUR IN CONCRETE

Where the Contractor desires to use continuous concreting method in large sections (rafts and walls), he shall submit a written request to the Engineer for approval. In the request he shall attach details which shall include but not be limited to the following:



- Total amount of concrete to be placed in the shift
- Stock of approved concrete materials on site
- Capacity of the batching plant
- Number and type of truck mixers to be deployed for the exercise and movement logistics
- Number of skilled and other manpower to be deployed for exercise in shifts.
- Number and capacity of plant to be used in placing concrete (pumps, vibrators, buckets, etc.)
- Method(s) of monitor and dealing with the heat of hydration
- Details of protection against rain and floodwaters and how to cope with it

The Engineer shall consider the above details and other parameters (e.g. weather, satisfactory records of cube test results, availability of adequate working section where reinforcement placement and the necessary formwork have been approved etc.) before making his decision.

The Engineer may order that additional concrete cube moulds be made available as well as arrangements be made for cube crushing with an approved laboratory to cope with the increased demand.

The Engineer may order that the concreting works be stopped immediately if in his opinion the quality of the works is threatened for whatever reason.

II.3.7 COMPACTION

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

The Contractor shall ensure that he has at least 30% backup/reserve capacity over and above the maximum expected demand.



Concrete shall not be placed at a rate greater than will permit satisfactory compaction nor to a depth greater than 450 mm before it is compacted.

During and immediately after placing, the concrete shall be thoroughly compacted by means of continuous vibration.

Care shall be taken to fill every part of the forms, to work the concrete under and around the reinforcement without displacing it and to avoid disturbing recently placed concrete which has begun to set.

Any water accumulating on the surface of newly placed concrete shall be removed and no further concrete shall be placed thereon until such water is removed. Internal vibrators shall have a frequency of not less than 7,000 cycles per minute and shall have a rotation eccentric weight of at least 0.75 kg with an eccentricity of not more than 15 mm. Such vibrators shall visibly affect the concrete within a radius of 250 mm from the vibrator.

Internal vibrators shall not be inserted between layers of reinforcement less than one and one half times the diameter of the vibrators apart. Contact between vibrators and reinforcement and vibrators and formwork shall be avoided.

Internal vibrators shall be inserted vertically into the concrete wherever possible at not more than 500 mm centres and shall constantly be moved from place to place. No internal vibrator shall be permitted to remain in any one position for more than ten seconds and it shall be withdrawn very slowly from the concrete.

In consolidating each layer of concrete the vibrating head shall be allowed to penetrate and re-vibrate the concrete in the upper portion of the underlying layer. In the area where newly placed concrete in each layer joins previously placed concrete, more than usual vibration shall be performed, the vibrator penetrating deeply at close intervals along these contacts. Layers of concrete shall not be placed until layers previously placed have been vibrated thoroughly as specified.

Vibrators shall not be used to move concrete from place to place in the formwork.



At least one internal vibrator shall be operated for every four cubic metres of concrete placed per hour and at least one spare vibrator for every three shall be maintained on site in case of breakdown during concreting operations.

External formwork vibrators shall be of the high frequency low amplitude type applied with the principal direction of vibration in the horizontal plane. They shall be attached directly to the forms at not more than 1.200 M centres.

In addition to internal and external vibration, the upper surface of suspended floor slabs shall be levelled with a tamping or vibrating screed prior to finishing.

Vibrating elements shall be of the low frequency high amplitude type operating at a speed of not less than 3,000 r.p.m.

II.3.7 CURING AND PROTECTION

Care must be taken that no concrete is allowed to become prematurely dry and the fresh concrete must be carefully protected within two hours of placing from rain, sun and wind by means of at least three layers of Hessian sacking, white polythene sheeting, or other approved means. This protective layer and the concrete itself must be kept continuously wet for at least seven days after the concrete has been placed. The Contractor must allow for the complete coverage of all fresh concrete for a period of 7 days. Hessian or white polythene sheeting shall be in the maximum widths obtainable and shall be secured against wind. The Contractor will not be permitted to use old cement bags, clear or any other color polythene sheets, hessian or other material in small pieces.

Concrete in foundations and other underground work shall be protected from admixture with the falling earth after placing.

Traffic or loading must not be allowed on the concrete until the concrete is sufficiently matured, and in no case shall traffic or loading be of such magnitude as to cause deflection or other movement in the formwork or damage to the concrete members. Where directed by the Engineer props may be required to be left in position under slabs and other members for greater periods than those specified hereafter.



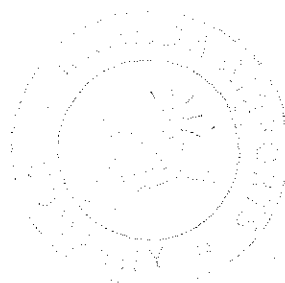
II.3.7 FAULTY CONCRETE

Any concrete which fails to comply with these Preambles, or which shows signs of setting before it is placed shall be taken out and removed from the Site. Where concrete is found to be defective after it has set, the concrete shall be cut out and replaced in accordance with the Engineer's instructions. On no account shall any faulty, honeycombed, or otherwise defective concrete be repaired or patched until the Engineer has made inspection and issued instructions for the repair.

On the Engineer's instruction, the contractor shall cut out and replace any concrete in any part of the structure if in the Engineer's opinion:-

- a) The concrete does not conform to the specification, or
- b) Deleterious materials or materials which are likely to produce harmful effects have been included in the concrete, or
- c) The honeycombed or damaged surfaces are too extensive, or
- d) The finished concrete sizes are not in accordance with the drawings within permissible tolerances, or
- e) The setting-out is incorrect, or
- f) The steel cover has not been maintained, or
- g) The protection, including curing of the concrete during the construction was inadequate resulting in damage, or
- h) Undue deformation of or damage to the works has taken place due to inadequate shuttering or to premature traffic or to excessive loading, or
- i) Any combination of the above points has taken place resulting in unsatisfactory work.

The whole of the cost, whatsoever (including time lost) which may be occasioned by the need to remove faulty concrete shall be borne by the Contractor.

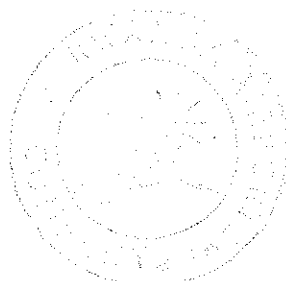


III.ANNEXES

- **BILL OF QUANTITIES**
- **DETAILED DRAWING OF THE FENCE**
- **LAYOUT OF THE FENCE**



| BILL OF QUANTITIES FOR CONSTRUCTION OF NEMBA PERIMETER FENCE | | | | | |
|---|--|-------------|------------|------------|------------|
| A | SITE INSTALLATION | UNIT | QTY | U.P | T.P |
| A1 | Site installation and other charges(Insurance,etc) | LS | 1.00 | | 0 |
| | Sub-Total A | | | | 0 |
| B | Excavation | | | | |
| B1 | Bush clearing | m2 | 715 | | 0 |
| B2 | Trench excavation | m3 | 867 | | 0 |
| B3 | Backfill | m3 | 663 | | 0 |
| | Sub-Totsal B | | | | 0 |
| C | Concrete and masonry | | | | |
| C1 | Concrete 350 kg/m3 for poles gates supports & mesh | m3 | 205 | | 0 |
| C2 | Hardcore foundation | m3 | 60 | | 0 |
| | Sub-total C | | | | 0 |
| D | FENCING WORKS | | | | |
| D1 | Spot-welded mesh made of galvanized low-carbon steel wire and plastic-coated afterwards, razor barded wire, round brace posts, tensioners, bekaclip post and Y-extension | ml | 4,700 | | 0 |
| D2 | Supply and installation of access gate 6000x2422mm | Nr | 3 | | 0 |
| D3 | Supply and installation of access gate 1200x2422mm(Robusta double gates) | Nr | 2 | | 0 |
| | Sub-total D | | | | 0 |
| | TOTAL Including VAT | | | | 0 |



SECTION IX. FORMS OF SECURITIES

FORM OF BID SECURITY (BANK GUARANTEE)

[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:

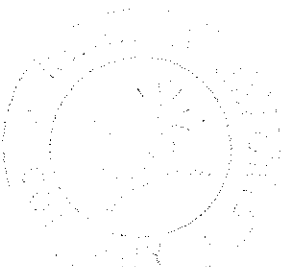
- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by RAC during the period of bid validity,
 - (i) fails or refuses to Sign the Contract or (ii) fails or refuses to furnish the performance 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 Obligee (hereinafter called "the Procuring Entity") in the sum of [amount of surety] [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 RAC 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 RAC 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

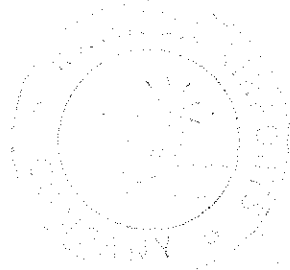
then the Surety undertakes to immediately pay to RAC up to the above amount upon receipt of the Procuring Entity's first written demand, without RAC having to substantiate its demand, provided that in its demand RAC shall state that the demand arises from the occurrence of any of the above events, specifying 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 RAC 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:.....

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 RAC 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]), 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], whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

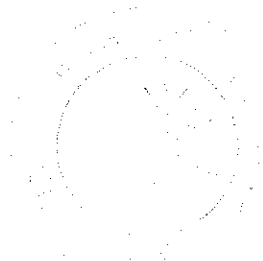
Date:.....

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 RAC requires this type of security]

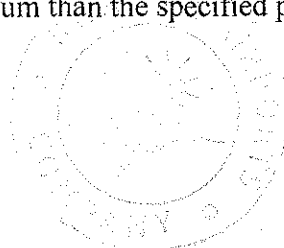
By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called "the Contractor") and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name and address of RAC as Obligor (hereinafter called "the Procuring Entity")]* in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*, 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 RAC dated 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 RAC to be, in default under the Contract, RAC 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 RAC for completing the Contract in accordance with its terms and conditions, and upon determination by RAC and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and RAC and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by RAC to the Contractor under the Contract, less the amount properly paid by RAC to the Contractor; or
- (3) pay RAC the amount required by RAC 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 RAC 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]) 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 month], [insert year], 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)]*

