



# **“GOVERNMENT OF SOMALILAND”**

## **MINISTRY OF ENERGY AND MINERALS**

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### **BIDDING DOCUMENTS FOR PUBLIC WORKS. SUPPLY & SERVICES**

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1. Construction of street light power and phone charging facilities for Salahley IDP camp (inside Salahley town)

Implementation of IWRM project  
Project Number 00114166

**BID NUMBER: MOEM/UNDP/ENERGY/ROJECT-01/2021**

#### **BIDDING DOCUMENTS FOR:**

Construction of street light power and phone charging facilities for Salahley IDP camp (inside Salahley town)

**RESPONSIBLE PARTY: Ministry of Energy and Minerals (MoEM)**

**SUPPORTED BY: UNDP**



ISSUED ON: 01/11/2021

***STANDARD BIDDING DOCUMENT AND SPECIFICATIONS  
FOR THE PROCUREMENT OF***

Construction of street light power and phone charging facilities for Salahley IDP camp (inside Salahley town)

## **VOLUME I**

- **Invitation to bid**
- **Instructions to Tenderers**
- **Conditions of Contract**
- **Standard Forms**
- **Specifications**

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**Section A: Invitation to Bid**  
(Form of Advertisement for Bids)

(Ministry of Energy and Minerals (MoEM))

Tender No.\_\_\_\_01\_\_ (Tog) 2021.....

For

1. Construction of street light power and phone charging facilities for Salahley IDP camp (inside Salahley town)

Ministry of Energy and Minerals (MoEM)

Republic of Somaliland

address: Ministry of Energy and Minerals: Opposite of Presidential Palace

Tel:+252634247989

Email: [robleh07@hotmail.com](mailto:robleh07@hotmail.com), and [copy\\_ahassan@moem-sl.com](mailto:copy_ahassan@moem-sl.com).

Invites sealed Bids from eligible companies for the following works:

1. Construction of street light power and phone charging facilities for Salahley IDP camp (inside Salahley town)

**Expected start date on site: [17/11/2021]**

**Expected completion date: [16/12/2021]**

Bid Documents are available from Ministry of Energy and Minerals (MoEM). The companies in the regions may receive the copies of the bid through email, in PDF format, they will print the original bid document and send in pouch addressed to the MoEM.

**All Bids in one original plus three copies.** properly filled in, and enclosed in plain envelopes must be delivered to Ministry of Energy and Minerals (MoEM), HQ (Opposite Somaliland Presidential palace) at (8:00 am-16:00Hrs) on 01/11/2021 to 13/11/2021. Bids will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend.

All Bids shall be prepared in accordance with the Instructions to Bidders and other documentation in the said documents.

Interested eligible bidders who require clarifications shall submit their queries in writing or by email addressed to the ministry Tender Committee's email address

[robleh07@hotmail.com](mailto:robleh07@hotmail.com), latest by 2 pm on 05/11/2021 after the date of invitation to bid.  
Late or incomplete Tenders shall not be accepted.

## Section B: Instructions to Bidders

### 1. General

- 1.1 The Responsible Party as defined in the Appendix to Conditions of Contract invites Tenders for the Works Contract as described in the Invitation to Bidders.
- 1.2 Bidders shall include the following information and documents with their Bids, unless otherwise stated:
  - a) Certificate of Incorporation under the companies Act.
  - b) Certificate of registration of public work
  - c) Valid Tax Compliance Certificate
  - d) Company profile with physical registered office address (to be confirmed).
  - e) Equipment holding (to be confirmed).
  - f) Professional and Technical Personnel (CVs and confirmation of availability to work).
  - g) Power of Attorney for person signing the Tender.
  - h) Turnover and liquid assets supported by Audited Accounts for the previous one year.
  - i) List of projects undertaken in the last 3 years
  - j) Fully completed and priced bid
- 1.3 The Bidders shall bear all costs associated with the preparation and submission of the bid and the Responsible Party shall not be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding process.
- 1.4 The Bidder, at the Bidder's own expense, responsibility and risk, shall visit and examine the Work Site and its surroundings, to obtain all information that may be necessary for the preparation of the Bid and entering into a Contract for the Works as defined in the Specifications.
- 1.5 Throughout these bidding documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering etc.) are synonymous, and day means calendar day. Singular also means plural.
- 1.6 **Eligible Bidders**

The Invitation to bids is open to all Bidders who meet the conditions set out in the Press Advertisement or otherwise indicated by the Responsible Party. In addition, bidders:

- a) Debarred from participating in Public Tenders by the relevant authorities shall not be eligible to submit a Tender.
- b) shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Somaliland
- c) Must have received the bid documents from the Procuring Entity - District Council and been issued.
- d) Must have proven past experience on similar works and must have adequate capacity to provide the required services.
- e) Shall not have a conflict of interest in relation the execution of this service as determined by the bid evaluation committee. A Bidder will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the bid. and
- f) Shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the procuring entity or any relevant Government body.
- g) A firm shall submit only one bid, in the same bidding process, either individually as a bidder or as a partner in a joint venture. However, a firm can be sub-contractor for more than one Bidder provided he is not bidding on his own.

## **2. Bid Price**

- 1.7 Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works and shall include all taxes and duties. The whole cost of performing the works shall be included in the items stated and the cost of any incidental works shall deemed to be included in the prices quoted.
- 1.8 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bid Data Sheet and the provisions of the Conditions of Contract. The Bidder shall submit with the Tender all the information required under the Contract Data Sheet.

## **3. Tender Documents**

- 1.9 The complete set of Tender documents comprises the documents listed below, and any addenda issued in accordance with paragraph 3.4 below.
  - (i) Instructions to Tenderers
  - (ii) Conditions of Contract
  - (iii) Form of Agreement and Appendix to Form of Agreement
  - (iv) Distribution
  - (v) Bills of Quantities/Schedule of Rates (whichever is applicable)



- (vi) Form of Tender
- (vii) Specifications
- (viii) Other documents/materials required by the Responsible Party to be completed and submitted in accordance with these Instructions and Conditions

1.10 The Bidder shall examine all Instructions, Forms and Specifications in the Tender documents before preparing a bid. Failure to furnish all information required by the Tender documents may result in the rejection of the Tender.

1.11 A Bidder requiring any clarification of the Bid documents may notify the Responsible Party in writing or by electronic means at the address indicated in the letter of Invitation to Bid. The Responsible Party shall respond to any request for clarification received earlier than seven days prior to the deadline for submission of Tenders. Copies of the Responsible Party's response will be forwarded to all persons issued with Tender documents, including a description of the inquiry, but without identifying its source.

1.12 Before the deadline for submission of Bids, the Responsible Party may modify the Tender documents by issuing addenda. Any addenda thus issued shall be part of the Tender documents and shall be communicated in writing or by electronic means to all Tenderers. Tenderers shall acknowledge receipt of each addendum in writing to the Responsible Party.

1.13 The Responsible Party may extend, as necessary, the deadline for submission of Tenders in accordance with paragraph 4.5 below, to take account of any addenda issued.

1.14 The timescale given for the Completion of Works has been based on the optimum use of labour-based distribution.

#### **4. Preparation of Tenders**

1.15 All documents relating to the Tender and any correspondence shall be in the Somali or English Language.

**1.16 The Bid submitted shall comprise the following: -**

- (a) The Form of Tender;
- (b) Tender Security (N/A)
- (c) Priced Bill of Quantities, initialed on each page, or Schedule of Rates (whichever is applicable)
- (d) Any other documents/materials required by the Responsible Party.

1.17 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is

entered shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.

- 1.18 The unit rates and prices shall be in US dollars.
- 1.19 Tenders shall remain valid for a period of Ninety (90) days from the date of submission. However, the Responsible Party may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the Tenderers' responses shall be made in writing.
- 1.20 The Tenderer shall prepare one original and three copies of the Bid documents as described in the Instructions to Bidders.
- 1.21 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder who shall initial all pages of the Bid where alterations or additions have been made.

## **5 submissions of Tenders**

- 1.22 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

### **1.23 The inner and outer envelopes shall; -**

- (a) Be addressed to the Responsible Party at the address provided in the Invitation to Bidders.
  - (b) Bear the name and identification number of the project as defined in the Invitation to Bidders.
- 1.24 Bids shall be delivered to the Responsible Party at the address specified not later than the time and date specified in the Invitation to Bidders.
- 1.25 The Bidder shall not submit alternative offers unless they are specifically required in the Tender documents. Moreover, each bidder may submit only one Bid. Any Tenderer who fails to comply with this requirement will be disqualified.
- 1.26 Any bid received after the deadline for submission will be returned to the bidder un-opened.
- 1.27 The Responsible Party may extend the deadline for submission of bids by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Responsible Party and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **6. Tender Opening**

- 1.28 The Bidders shall be opened in the presence of those bidders' representatives who choose to attend at the time and in the place specified in the Invitation to Bidders.
- 1.29 The name of the bidders, the total amount of each Bid and the status of the Tender Security (if applicable) shall be read out and recorded in a Bid Opening register, a copy of which may on request be made available to any bidder. Minutes of the Bid opening, including the information disclosed to those present shall also be prepared by the Responsible Party. A summary of the record of the Bid opening will also be posted on the Responsible Party's Notice Board within one working day after opening.

## **7. Tender Evaluation**

- 1.30 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Responsible Party's officials, processing of bids or award decisions will result in the rejection of the bid.

### **1.31 The evaluation of bids will be done in two stages as detailed below:**

- a. Preliminary examination to determine eligibility and administrative compliance to this Invitation for Bids on a pass/fail basis;
  - b. Financial comparison to determine the lowest priced of technically responsive bids.
- 1.32 Prior to the detailed evaluation of Tenders, the Responsible Party shall determine if each Tender: -
- a) meets the eligibility criteria defined in paragraphs 1.2 and 1.6.
  - b) includes qualification information. The Bidder shall fully complete the Bidder's Qualification Information in Form B6.
  - c) has been properly signed.
  - d) is accompanied by the required Securities.
  - e) is substantially responsive to the requirements of the Bid documents.

The Responsible Party will reject any bidders deemed to be non-responsive on the above criteria.

1.33 A substantially responsive bid is one which conforms to all the terms, Conditions and Specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is the 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 Bid documents, the Responsible Party's rights or the bidder's obligations under the Contract.
- c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Tenders.

1.34 Bidders determined to be substantially responsive will be checked for any arithmetic errors prior to evaluation of the financial bid. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall prevail.
- (b) where there is a discrepancy between the arithmetically correct line-item Amount, resulting from the multiplication of the Unit Rate and the Quantity, and the Amount entered, the latter shall prevail, and the Unit Rate shall be adjusted accordingly.
- (c) for Lump sum items, only the Amount will be considered, disregarding any filled in unit rate.
- (d) where there is a discrepancy between the Bid Price as stated in the Form of Bid and the Tender total in the main Summary of the Bills of Quantities, the Bid Price shall prevail. The Responsible Party shall notify the bidder and request that the bidder agrees to the Bid Price. The Unit Rate for the Items where the discrepancy occurs shall be adjusted by the Engineer. If the bidder fails to accept the corrected figure the Tender shall be rejected and the Tender Security shall be forfeit. Any discrepancy greater than 15% of the corrected figure shall result in rejection of the Tender and the forfeit of the Tender Security.

1.35 The Responsible Party at his discretion may request any bidder for clarification of the Tender, including a breakdown of Unit Rates. The request for clarification and the response shall be in writing or electronic means.

## 8. Award of Contract

- 1.36 The award of the Contract will be made to the bidder who has offered the best evaluated bid. The best evaluated bid shall be the most advantageous bid, which offers the lowest price, is eligible, compliant and substantially responsive to the Responsible Party's requirements. Note, however, the lowest financial offer may not necessarily be the most advantageous to the Responsible Party.
- 1.37 The Responsible Party reserves the right to accept or reject any or all Tenders and to cancel the bidding process at any time prior to the award of the Contract without thereby incurring any liability to the affected Bidder or Bidders or has any obligation to inform the affected Bidder(s) of the grounds for the action.
- 1.38 The Bidder whose Tender has been accepted will be notified of the award prior to the expiration of the Bid validity period in writing or by electronic means. This notification (called the "Letter of Acceptance") will state the sum (called the "Contract Price"), which the Responsible Party will pay the Bidder in consideration of the execution, completion, and maintenance of the Works as set out in the Contract. The Letter of Acceptance will constitute a binding Agreement, prior to the bidder signing the Contract Agreement.
- 1.39 The Contract Agreement will incorporate all agreements between the Responsible Party and the Tenderer. It will be signed by the Tenderer, not earlier than 21 days following the date of the Letter of Acceptance, and thereafter returned to the Responsible Party within 14 days for signature.

## **9. Right to Review**

- 1.40 A Bidder who claims to have suffered or that may suffer any loss or injury as a result of breach of duty by Responsible Party (district) or an approving authority in the course of these procurement proceeding may seek administrative review. The bidder shall submit a written application for review to the Executive Secretary with a copy to the Relevant Authority. The application for administrative review shall include:
- (a) details of the procurement requirements to which the complaint relates;
  - (b) details of the provisions of the guidelines that have been breached or omitted;

- (c) an explanation of how the provisions of the guidelines have been breached or omitted, including the dates and name of the responsible public officer, where known;
- (d) documentary or other evidence supporting the complaint where available;
- (e) Remedies sought; and
- (f) any other information relevant to the complaint.

1.41 The Executive Secretary shall, within ...7. days after receipt of the complaint or dispute, deliver a written decision which shall indicate:

- a) whether the application is upheld in whole, in part or rejected;
- b) the reasons for the decision; and
- c) any corrective measures to be taken.

## **Section C: Condition of Contract**

### **Part I: General Conditions of Contract**

The General Conditions for the execution this Contract are the FIDIC Short Form of Contract, First Edition, 1999, published by the International Federation of Consulting Engineers (FIDIC).

The General Conditions of Contract (Part I) are linked with the Conditions of Particular Application, specified in Part II of this section, so that Part I and II together comprise the conditions governing the rights and obligations of the parties. In case of any inconsistency between the conditions contained in Part I and those in Part II, the conditions contained in Part II shall prevail over those of Part I.

The Bidder is deemed to have read and fully complied with the General Conditions of Contract. A copy of General Conditions of Contract is available at the offices of the Responsible Party's Representative for perusal.

### **Part II: Conditions of Particular Application**

The following Conditions of Particular Application amplify or modify the FIDIC Short Form of Contract in certain respects.

## 1 GENERAL PROVISIONS

### 1.1 Definitions

Add new paragraphs to sub clause 1.1.4

- 1.1.4 (a) “Responsible Party’s Representative” means the person appointed to act on behalf of the Responsible Party to administer the Contract, who shall be a distribution of cylinders with grill.

Add new paragraphs as sub-clauses under “Other Definitions”.

- 1.1.20 “Labour-Based Methods” means work methods whereby activities are carried out using labour where technically and economically viable and appropriate equipment is only used when labour alone will not achieve the required standards.

- 1.1.21 “**Task**” means the amount of work to be done by one individual worker or a gang in order to earn one day’s wage.

- 1.1.22 “**Young Person**” means an individual male or female, who has attained the age of 16 years but has not attained the age of 18 years.

## 2 THE CONTRACTOR

*Add the following new sub-Clauses under “4.1 General Obligations”.*

### 4.1.1 Approval of Equipment

The Contractor shall submit for the Distributor’s approval within seven (7) days prior to the commencement date a list of equipment, which is intended for use on site. He shall notify the Distributor prior to bringing in equipment and shall further obtain the Distributor’s approval prior to removing any equipment from site.

### 4.1.2 Recruitment of Labour

- a) The Contractor shall ensure that there is a sufficient and suitable deployment of labour at all times throughout the Contract.
- b) All general workers employed by the Contractor should be recruited from amongst the surrounding population. Exceptions may only be granted if sufficient local labour cannot be recruited and on the approval of the Responsible Party’s Representative. There shall be no discrimination in recruitment based on clan, religion, political affiliations, age, disability and gender equity.

- c) The Contractor shall adhere to prevailing Social Standards and provisions of the law in the implementation of works and shall comply with the Core Labour Standards ratified by Somaliland.
- d) The Contractor shall comply with the Government of Somaliland's regulations concerning the Employment of Young Persons and Children and observe statutory minimum and maximum working age limits.

#### 4.1.3 Conditions of Employment of Labour

The Contractor shall observe and fulfil the following conditions in respect of all persons employed by him in the execution of the Contract: -

- a) Where possible, employ labour on a daily task basis although payment may be periodic. The size of the daily task shall be what can reasonably be expected of a worker during a normal working day (8 hours).
- b) The Contractor shall pay wage rates and observe hours and conditions of employment of labour as established by Law and through agreement between Responsible Party or other recognized authorities and trade unions for similar trades or industries in the District where this Contract work is to be carried out.
- c) The Contractor shall take particular note of the Government policy regarding the employment of women and youth in the recruitment process and shall take all possible steps to attain the targets set by the government in achieving equality in the recruitment of labour force.
- d) The Contractor shall recognize the freedom of his employees to be members of trade unions.
- e) The Contractor shall, when required by the Engineer, submit labour returns in such form and detail and at prescribed intervals showing the staff and the number of the several classes of labour employed by the Contractor.

#### 4.1.4 **Non-payment of Wages by Contractor**



- a) Responsible Party may demand from the Contractor reasonable proof of payment of wages to the employees.
- b) The Responsible Party may, upon the Contractor defaulting in payment, pay the money due, out of any funds due or which may become due to the Contractor under the Contract.
- c) In such events, the Contractor shall co-operate with the Responsible Party in processing the payment of the correct amounts of money due to the labour force by submitting the relevant muster rolls, workday reports and pay-sheets, and be represented during the payments.
- d) Direct payment to workers by the Responsible Party shall attract a penalty as stated in the Appendix to cover expenses incurred in the administration of such labour payments.

#### 4.1.5 **Working Conditions**

##### i) **Provision of Hand Tools**

The Contractor shall provide his labour force with sufficient number of hand tools of adequate quality and quantity, and shall make the necessary provisions to maintain the tools in good and safe working condition. The Responsible Party may instruct the Contractor to replace worn out, faulty or unsafe hand tools.

##### ii) **Safety and Health**

- a) The Contractor shall be responsible for the safety of all workers. In collaboration with, and to the requirements of the local health authorities, the contractor shall ensure that first aid equipment and stores are available on the Site at all times throughout the period of the Contract.
- b) The Contractor shall submit Occupational Safety and Health Management Plan if required by the by the Responsible Party.
- c) The Contractor shall be responsible for provision of potable water for the workers on site.
- d) In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

- e) The Contractor shall, if required by the Responsible Party facilitate HIV/AIDS Sensitization/Awareness trainings. Such training shall be at the Cost of the Responsible Party.

**iii) Contractor to Preserve Peace**

The Contractor shall ensure that all his personnel on site comply with the Statutes, Ordinances, Laws, Regulations and By-Laws in force in Somaliland and to prevent accidents or any riotous or unlawful behaviour by or amongst all those employed on or in connection with the works, and for the preservation of the peace.

**iv) Environment**

The Contractor shall take all reasonable steps to protect the environment on the Site and avoid damage or nuisance to property. In particular, the Contractor shall carry out all activities in a manner that ensures:-

- a) Minimum erosion and sedimentation deposition on the drainage works;
- b) Maximum preservation of trees and shrubbery;
- c) No entrance or accidental spillage of solid matters, debris and other pollutants and waste into streams;
- d) Utmost safety of all activities on site.

**3. Performance Security**

*Add the following at the end of clause 4.4.*

The Performance Security shall be valid until the date of issue of the Responsible Party's notice under sub-Clause 8.2 (Taking Over Notice). The Responsible Party shall return the Security to the Contractor within 14 days thereafter.

**4. Variation and Claims**

*Add the following bullets under "10.2 Valuation of Variations".*

- f) The Distributor is not permitted to issue Variations to a value greater than an agreed percentage of the Tender Sum without approval from the Procurement Entity. The limit of approved Variations shall be + 15% of the Tender Sum.
- g) All Variations shall be included in updated Programs produced by the Contractor.

*Add the following qualifying sub-Clauses under "10.2 Valuation of Variations".*

#### 10.2.1 Determination of priced for variations

- i) The Contractor shall provide the Responsible Party with a quotation for carrying out the variation when requested to do so by the Project Manager. The Responsible Party shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the variation is ordered.
- ii) If the work in the Variation corresponds with an item description in the and if, in the opinion of the Project Manager, the quantity of work 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.
- iii) 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/estimate of the effects of the Variation on the Contractor's costs.
- iv) 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. The following shall constitute Compensation Events:
  - (a) The Responsible Party does not give access to a part of the site by the Site Possession Date stated.
  - (b) The Responsible Party 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 sub-contract 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 Responsible Party, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Responsible Party 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 Responsible Party's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion;
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

### 10.3 Early Warning

*Add the following qualifying paragraph at the end of "Clause 10.3 Early Warning".*

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

## 5. Contract price and Payment

*Add the following sub-clauses "11.1: Valuation of the Works"*

### 11.1.1. Price Adjustment

The Contract shall not normally be subject to Price Adjustment. However, in exceptional and clearly identifiable economic circumstances, the Responsible Party may consider a request from the Contractor for Price Adjustment where taxes, duties and/or basic costs for labour and specified materials have significantly increased since the commencement of the Works, as set out below,

#### (a) Local Labour

For the purpose of this Sub Clause:

- (i) "Local Labour" means skilled, semi-skilled workers of all trades engaged by the Contractor on the Site for the purpose of or in connection with the Contract or engaged full time by the Contractor off the site for the Purpose of or in connection with the Contract (by way of illustration but not limitation: workers engaged full time in any office, store, workshop or quarry).
- (ii) "Basic Rate" means the applicable basic minimum wage rate prevailing on the date 28 days prior to the latest date for submission of Tenders, by reason of any National or State Statute or Ordinance.
- (iii) "Current Rate" means the applicable basic minimum wage rate for Local Workers by reason of any National or State Statute or Ordinance, prevailing on any date subsequent to the date 28 days prior to the latest date set for submission of Tenders.

#### b) Specified Materials

For the purpose of this Sub-Clause

- (i) "Specified Materials" means the basic materials required on the Site for the execution and completion of Works, which shall include fuel and lubricants; cement; aggregates; steel reinforcement; timber and gravel.

(ii) “Basic Prices” means the prices for the specified materials prevailing on the date 28 days prior to the latest date for submission of Tenders.

The Engineer shall compile a Schedule of Basic Prices, upon which any claim for Variation shall be based, prior to the award of the Contract. The Contractor shall be entitled to a copy of the Schedule upon request to the Engineer.

(iii) “Current Prices” means the prices for the specified materials prevailing on any date subsequent to the date 28 days prior to the latest date set for the submission of the Tenders, by reason of any National or State Statute or Ordinance,

(c) Overheads and Profits Excluded

In determining the amount of any adjustment to the Contract Price pursuant to this Sub-Clause no account shall be taken of any overheads or profits.

(d) Adjustments

The net amount of difference between the basic price and the current price payable by the Contractor when the specified services are provided or materials are bought shall, as the case may be, be paid to the Contractor.

(e) Notice and Records

The Contractor shall keep such books, accounts, invoices, receipts, time sheets and other documents and records as are necessary to enable any adjustment under this Clause to be made and shall at the request of the Responsible Party furnish these duly verified in such a manner as the Responsible Party may require for examination and checking.

11.1.2. Exclusion of Price Adjustment for Late Completion of Works

In the event of the Contractor failing to complete the Works within the Time of Completion as defined under Clause 7, or extension of the Contract period granted, the provisions of Clause 11 shall cease to apply.

Any part of the Works executed after the expiry of the Time for Completion shall be valued at a price levels prevailing at the contractual date of Completion.

### **11.1.3. Day works**

The Contractor shall not execute any work on a Day works basis except by written order of the Engineer.

Unless otherwise adjusted, payments for Day works shall be subject to price adjustment in accordance with the provisions of Clause 11.1.1 above.

### **11.3 Interim Payments**

*Add the following qualifying paragraph at the end of "Clause 11.3 Interim Payments".*

The minimum amount of an Interim Payment shall be stated in the Appendix.

*Add the following sub-clauses:*

#### **11.3.1 Advance Payment**

The Responsible Party may make Advance Payment to the Contractor on application after signing the Contract, against a Bank Guarantee, or approved Insurance Bond, in the form set out in the Tender Documents.

This Advance Payment shall be up to a maximum amount stated in the Appendix.

#### **11.3.2 Deductions for Re-payment of Advance Payment**

Reimbursements of Advance Payment shall be made according to the schedule as stated in the Appendix.

## **6. Defaults**

*Add the following sub-clauses sentence under "12.3 Insolvency".*

#### **12.3.1 Termination of Contract**

- i) The Responsible Party or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a. the Contractor stops work for 30 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 30 days;
  - c. the Responsible Party or the Contractor is made bankrupt or goes into liquidation other than for a redistribution or amalgamation.
  - d. a payment certified by the Project Manager is not paid by the Responsible Party 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 has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid; and
  - g. If the Contractor, in the judgment of the Responsible Party, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- ii) 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 sub-Clause 12.3.1(i) above, the Project Manager shall decide whether the breach is fundamental or not.
  - iii) 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.
  - iv) If the Contract is terminated because of a fundamental breach 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. Additional Liquidated Damages shall not apply. If the total amount due to the Responsible Party exceeds any payment due to the Contractor, the difference shall be a debt payable to the Responsible Party.
  - v) If the Contract is terminated because of a fundamental breach of Contract by the Responsible Party, 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.

- vi) All materials on the site, plant, equipment, temporary works, and works shall be deemed to be the property of the Responsible Party if the contract is terminated because of the Contractor's default.

## Section D: Form of Agreement

### Form Agreement

Contract No: [S/L] [code for region] (code of the Ministry) [year last two]  
[project number (SWC)]

Sector - Circle the Correct Sector 1. Environmental conservation 2. Education  
3. Water and Sanitation 4. Infrastructure (Roads, Bridges, Culverts). 5.  
Livestock 6. Agriculture 7. **(Environment)**

This Agreement made the ..... Day of ..... 20...  
between the ministry ..... herein after referred to  
as "the Responsible Party" on one part and  
.....  
..... (name of  
company) of .....(address)  
(hereinafter referred to as " the contractor") on the other part.

The Responsible Party desires the execution of certain works known as:  
Project Name.....

Location.....  
(hereinafter called "the Works") and has accepted a bid from the Contractor  
to execute the works as defined by Drawings, Specifications and Bill of  
Quantities that have been duly signed by the Responsible Party and the  
Contractor.

NOW THEREFORE, IT IS AGREED as follows:-

In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract.

The following documents shall form part of this Agreement:-

Letter of Acceptance;

Form of Bid;

This Form of Agreement and Appendix to the Form of Agreement;

Conditions of Contract, Parts I and II;

Distribution

The Priced Bill of Quantities;

Specifications

Statement of Works; and

Other Documents/Materials/Conditions agreed and documented.

All the above documents constitute a contract document hereinafter referred to as "the Contract". They shall be taken as complementary and mutually explanatory of each other, however in the case of conflict or inconsistency they shall take precedence in the order set out in Appendix to Form of Agreement.

The Responsible Party agrees to pay the Contractor the sum of US \$.....  
(in ..... figures)  
.....(in words)  
(hereinafter called "the Contract Sum") or such other sum as shall become payable to the Contractor in consideration of work performed at the given rates and at the time and manner stated in the Conditions of Contract.

In consideration of payment to be made by the Responsible Party, the Contractor hereby agrees to carry out the above-mentioned works in conformity, in all respects, with the provisions of the Contract.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written at....., Somaliland

Signed on behalf of the Responsible Party: ..... Date:

.....

Name: .....

Designation: .....

In the Presence of: ..... Date: .....

Witness's Name: .....

Designation: .....

Address: .....

Signed on behalf of the Contractor: ..... Date: .....

Name: .....

Designation: .....

Address: .....

In the Presence of: ..... Date: .....

Witness's Name: .....

Designation: .....

Address: .....

## APPENDIX TO FORM OF AGREEMENT

This Appendix to Form of Agreement forms part of the Agreement.

(Note: with the exception of the items for which the Responsible Party's requirements have been inserted, the Contractor shall complete the following information before submitting his offer.)

Item	Sub-clause	Data
Time for Completion	1.1.9	.....Months,
Priority of Documents	1.3	<p>The documents forming the Contract shall be interpreted in the following order of priority:</p> <p>the Contract Agreement and Appendix the Letter of Acceptance the Form of Tender the Conditions of Contract, Part II - Conditions of Particular Application the Conditions of Contract, Part I - General Conditions of Contract the Specifications the Drawings, the Priced Bill of Quantities</p>
Law of Contract	1.4	Laws of the Republic of Somaliland
Language	1.5	English
Provision of Site	2.1	On Commencement Date
Authorised Person	1	.....*
Name and Address of Responsible	3.2	.....*. P. O. Box -----,

Item	Sub-clause	Data
Party's Representative		-----.
Penalty to the Contractor for Responsible Party paying workers on his behalf	4.1.4	5% of the amount paid to the workers.
Performance Security	4.4	Not Required.
Amount	4.4	.....* of sum stated as the Contract Price
Form	4.4	Bank Guarantee or Insurance Bond
Requirements Contractors Design	5.1	Not applicable
Programme Time of Submission	7.2	Within 14 days of Commencement Date
Form of Programme	7.2	...*
Liquidated Damages Amount payable due to failure to complete on time	7.4	0.01% of Contract Price per Day to a limit of 1% of Contract Price.
Period of notifying defects	9.11.5	90 days calculated from the date stated in the notice under sub clause 8.2*
Percentage of Retention	11.	5% to the maximum of 10% the cost of the project

Item	Sub-clause	Data
Maximum Amount of Advance Payment	11.3.	10% of the Contract Price excluding contingencies.
Form of Guarantee for Advance Payment	11.3.1	Bank Guarantee or Insurance Bond/ progressive payment system
Repayment Schedule for Advance Payment	11.3.2	5 % instalments from the 2nd certificates. *
Minimum Amount of Interim Payment	11.3	20% of project cost *
Currency of Payment	11.7	US Dollars
Penalty for non-payment	11.8	2% on the amount due per month
Insurance	14.1	N/A
Insurance The Works, materials plants & fees contractor's Equipment Third party injury to persons and damage to property Workers compensation Other cover	14.	Amount of Cover The Contract Price stated in the Agreement +15%. Full replacement cost.
Arbitration Rules	15.3	_____ of the Laws of Somaliland
Appointing Authority	15.3	
Place of Arbitration	15.	Jointly appointed by the parties
		As applicable

.....\*

.....\*\*

Responsible Party to fill as appropriate

Contractor to fill as appropriate

## Section E: Specifications and Bills of Quantities.

No	Description	Quantity	Price	Total
1	Cable Aluminium 25mm (roll/1000m)	5000		
2	Cable Aluminium 16mm	5000		
3	Cable Copper 2.5mm 3core	1200		
4	Lamp 30 watt	120		
5	Pole 2 ½ 9m	120		
6	Switch sensor	140		
7	Erecting pole	120		
8	Shackle insulator	278		
9	Fixing lamp switch and pulling cables	1		
10	Transportation	1		
11	Digging pole hole	120		
12	Electrical Accessories	1		
13	Water (barrel)	30		
14	sand (load)	2		
15	Charging Room 3.5*3.5	3		
			<b>Grand Total</b>	

## Section F: Standard Forms

### FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

DISTRIBUTION OF: -

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(name and address of the procuring entity)

---

Having examined the Conditions of Contract, Specifications, Bill of Quantities and Drawings for the execution of the above-named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bill of Quantities, Conditions of Contract, Specifications, Drawings and Addenda for the sum of

.....  
(Insert amount in words)

or such other sums as may be ascertained in accordance with the said Conditions.

We acknowledge that the Appendix forms part of the Tender

On the basis of our previous experiences we confirm that we are fully competent in the type of work included in this tender and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have tendered.

We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Bid.

If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding \_\_% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

We agree to abide by this bid for the period of one Ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive or give reasons thereof.

Dated this ..... Day of ..... 20 .....

Signature..... in the capacity of .....

Duly authorized to sign bids on behalf of: .....

.....



Name .....

Address .....

Tel./e-mail .....

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

Address: \_\_\_\_\_

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

Date: \_\_\_\_\_

Bidder's Stamp;

\_\_\_\_\_

Form B4 Qualification Information  
A - General Information

The Contractor is requested to complete in full this preformed as set below and to submit it as part of his bid.

1. Full Name of Firm and Physical Address

.....  
.....  
.....

2. Company's Registration No .....

3. Details of All Contracts for the past three years.

Contract Name	Name of Client	Type of Work Performed	Contract Sum	Duration of Contract		Av. Labour force	%of Work completed
				Start	Finish		

#### 4. Questionnaire

4.1 State here below the main items of plant and equipment that you intend to use on the project:-

a) Items Owned by you.

.....  
.....

.

b) Items which you intend to hire, and from whom:-

Grader

.....

Name in full    Signature

Duly authorised to sign bids on behalf of:

...(company name)

Date .....

## B - List of Proposed Key Personnel

The Bidder shall list below the key personnel he will employ at Head Office and Site Office to direct and execute the Works. SELF EXPLANATORY

PROPOSED DESIGNATI ON	NAME OF NOMINEE	HIGHEST ACADEMIC QUALIFICAT ION	PRESENT DESIGNATI ON	LENGTH OF SERVICE (PART/FULL TIME)	Years of Experi ence in Simila r Works
a)Head Office (i)..... (ii)..... (iii).....	..... ..... .....	..... ..... .....	..... ..... .....	..... .....	..... .....
b)Site Office  ii)..... iii).....					

C - List of Proposed Labour to be mobilised

CATEGORY	NUMBERS	TO BE RECRUITED FROM
SUPERVISORY	.....	.....
SKILLED	.....	.....
SEMI SKILLED	.....	.....
UNSKILLED	.....	.....
TOTALS		

D - List of Proposed Plant and Equipment See Form B4/4

	Description	Status   Owned   or Hired	Condition

# E - Basic Price for Labour

The Bidder shall schedule here below all labour and supervision required for execution of the Works together with their basic rates for bidding purposes.

CATEGORY	DESCRIPTION OF EACH CATEGORY	UNIDAY/HOUR	RATE IN US\$
SUPER.....S KILLED	..... .....	..... ..... .....	..... .....
UNSKILLED ..... OTHE	.....		..... .....

#### F - Basic Price for Plant and Equipment

The Bidder shall schedule here below all plant and equipment required for execution of the Works together with their basic rates for bidding purposes.

ITEM No.	DESCRIPTION OF EACH ITEM	UNIT DAY/HOUR	RATE IN US \$
1			
2			



G - Basic Price for Construction Materials

1. The Bidder shall list below all materials required for execution the Works.
2. Written confirmation, not more than one month old before the date of contract signing, for suppliers in respect of each item for materials shall be submitted to the Responsible Party.

ITEM No.	DESCRIPTION OF EACH ITEM	UNIT	RATE IN US \$
.2..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... .....	..... ..... ..... .. .

Form B5 - Proposed Programme of Works

The Bidder shall provide his draft programme in the form of a bar chart. A suitable format is shown below:-

LIST OF ACTIVITIES	TIME IN WEEKS																			
1.																				
2.																				
3.																				
4.																				
5.																				
6.																				
7.																				
8.																				
9.																				

10.																					
11.																					
12.																					
13																					
14																					

Form B6 Letter of Acceptance

[LETTERHEAD PAPER OF THE RESPONSIBLE PARTY]

\_\_\_\_\_ [date]

To: \_\_\_\_\_ I \_\_\_\_\_

[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_  
for the execution of \_\_\_\_\_

[name of the Contract and identification number, as given in the Tender documents]  
for the Contract Price of US \$ \_ \_ [amount in figures] US Dollars  
\_\_\_\_\_ amount in words) ] in accordance with  
the Instructions to Bidders is hereby accepted.

You are hereby instructed to make arrangement to sign the Contract Agreement.

Authorized Signature Director of general .....

Name and Title of Signatory Ministry of Energy and Minerals  
.....

Attachment : .....

Form C3 Statement of works

Summary description of works

Bill of Quantities

Drawings

Specifications

C4 Projects completion and hand over

C4.1 Completion of projects (practical)

C4.2 Certificate of Final Completion

C4.4 Handover of the projects

Form C4.1 - Certificate of Practical Completion – (Contractor to MoEM)

Contractor (Letter Head & Logo)

From.....

(The Contractor)

Address.....

To.....

(The MoEM)

Address.....

Tel.....

Attention.....

Contract No.....

Contract Title.....

Description of Works.....

Contract Dates:

Commencement.....

Completion Date.....

(As per Contract)

Revised Completion Date.....

(Actual Completion Date)

We, the undersigned Owner and Contractor, do hereby certify that: The project Contract No. .... has been completed in accordance with the provisions of the Contract, dated \_\_\_\_\_, 20\_\_\_\_, provided, however, that acceptance of the project by the District council shall not be deemed to relieve the Contractor of its obligations contained in the contract with respect to defective workmanship or, materials discovered within 90 days after the date of completion.

Contractor     Date

.....

.....

Form C4.2 - Certificate of Final Completion

.....project manager of the MoEM

Date: XX/---/2020

The Managing Director

< Insert Contractor's address/email >

Dear Sir/Madam,

RE:

< Insert Project Name >

CERTIFICATE OF FINAL COMPLETION (clause number?)

It is hereby certified that the works under the above contract have been either:  
successfully completed without any defects; or have been remedied to address  
defects to ensure quality (as defined by durability and appearance) and  
quantity (as defined by BOQs) in accordance with the Contract.

Pursuant to Clause ..... of the General Conditions of Contract, the Works  
have been handed over to the .....Ministry for subsequent routine  
maintenance and the remaining 10% (ten percent) of retention money in  
the amount of US \$ .....(in figures)  
.....Dollar (in words) is hereby released to  
the Contractor, Messrs <Insert name of Contractor>.

Project manager.....

Procurement Officer.....

District Engineer.....

Form C4.4 - Handover Report -  
Implementing Contractor Letter Head (Logo)

From..... (The Contractor) Address.....	To..... (District council) Address.....
Tel..... Attention..... Contract No..... Contract Title..... Description of Works.....	Tel..... Attention.....
Contract Dates:	Commencement..... Completion Date..... (As per Contract) Revised Completion Date..... (Actual Completion Date)

The Handover is to be prepared by the .....Contractor company after the completion of the construction project has been verified. It documents the transfer of responsibility from .....Contractor Company to .....District Council. The purpose for introducing the Handover Report is to help develop the District Councils' and community's capacity of using the newly constructed infrastructure properly. It also helps to follow-up the District Council's capacity development, as operation and maintenance are key impact indicators of the Programme.

Implementing .....Contractor Company:	Date;
.....	.....

Contents;

The Handover Report contains the following:

- Certificate of Practical Completion of Construction Works (from Contractor)
- Copies of Project Application Form prepared at design stage, with relevant information on management committee, and letter of commitment on maintenance. (from Contractor)



## Summary of Bid and Contract Documents