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**Republic of Malawi**

**NENO DISTRICT COUNCIL**

**Bidding Document for the**

**Procurement of Minor Works**

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| --- | --- |
| **Subject of Procurement:** | Construction of Nanzanga Primary School Classroom Block |
| **Procurement Reference Number** | NNDC/GESD PROJ/21-22/01 LOT 1 |
| **Procurement Method** | National Competitive Bidding-Open Tender |
| **Date of Issue of Bidding Document** | 23rd October, 2021 |

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| Section 1: Instructions to Bidders |

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| 1. Scope of Bid
 |
| * 1. The Procuring Entity indicated in the Bid Data Sheet (BDS), invites bids for the construction of Works, as described in Section 6, Schedule of Requirements. The subject and procurement reference number are provided in the Bid Data Sheet.
	2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Bid Data Sheet.
 |
| 1. Eligible Bidders
 |
| * 1. A bidder must:
		1. have the legal capacity to enter into a contract;
		2. not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
		3. have fulfilled all obligations to pay taxes according to the tax laws of Malawi.
	2. To demonstrate compliance with the criteria a Bidder shall submit with its Bid copies of :
		1. its certificate of Contractor Registration from the National Construction Industry Council;
		2. tax clearance certificates or equivalent for the last financial year; and
		3. other appropriate documentary evidence demonstrating its compliance.
	3. A Bidder that has been debarred from participating in public procurement in accordance with ITB Sub-Clause 17.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.
 |
| * 1. To qualify for award of the Contract, bidders shall meet the minimum qualifying criteria specified in Section 3, Evaluation and Qualification Criteria.
	2. Bidders applying for eligibility for a margin of preference in bid evaluation, if permitted in the Bid Data Sheet, shall supply all information to satisfy the criteria for eligibility as described in Section 3, Evaluation and Qualification Criteria.
 |
| 1. Documents Comprising the Bid
 |
| * 1. The Bid submitted by the Bidder shall comprise the following, in the format indicated in Section 4, Bidding Forms, where appropriate:
		1. Bid Submission Form;
		2. Bid Security;
		3. Priced Bill of Quantities or Activity Schedule;
 |
| * + 1. Qualification Information Form and Documents; and
		2. any other document or information required to be completed and submitted by bidders, as specified in the BDS.
 |
| 1. Bid Prices
 |
| * 1. The Contract will be an Admeasurement or Lump Sum Contract, as indicated in the Bid Data Sheet.
	2. The Contract shall be for the whole Works, based on the:
		1. priced Bill of Quantities submitted by the Bidder in the case of an Admeasurement Contract; or
		2. priced Activity Schedule submitted by the Bidder in the case of a Lump Sum Contract.
 |
| * 1. Bids shall cover all costs of labour, materials, equipment, overheads, profits including all associated cost for performing the works. All duties, taxes, and other levies payable by the Contractor under the Contract, shall be included in the rates, prices and total Bid price (or in the case of a lump sum contract, in the total bid price) submitted by the Bidder.
 |
| 1. Currencies of Bid and Payment
 |
| * 1. The unit rates and prices (or in the case of a lump sum contract, the lump sum price) shall be quoted by the Bidder and paid entirely in Malawi Kwacha.
 |
| 1. Bid Validity
 |
| * 1. Bids shall remain valid for the period specified in the BDS.
 |
| 1. Bid Security
 |
| * 1. The Bidder shall furnish, as part of the Bid, a Bid Security in original form in Malawi Kwacha in the amount specified in the BDS.
 |
| * 1. The Bid Security shall be in the form of a certified cheque or payable order, bank draft, letter of credit, or a bank guarantee from a financial institution operating in Malawi. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 4, Bidding Forms or another form acceptable to the Procuring Entity. Bid Security shall be valid for twenty-eight (28) days beyond the validity of the Bid.
 |
| 1. Format and Signing of Bid
 |
| * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 3 of these Instructions to Bidders, bound with the volume containing the Bid Submission Form, 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.
 |
| * 1. The original and all copies of the Bid must be typed or written in indelible ink and signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made must be initialled by the person or persons signing the Bid.
 |
| * 1. The Bid shall contain no alterations or additions, except those as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.
 |
| 1. Sealing and Marking of Bids
 |
| * 1. 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”.
	2. The inner and outer envelopes shall:

be addressed to the Procuring Entity at the address provided in the BDS;bear the name and procurement reference number of the Contract as defined in the BDS and SCC; and provide a warning not to open except in the presence of the Internal Procurement Committee and not to be opened before the specified time and date for Bid opening as defined in the BDS. * 1. In addition to the identification required in Sub-Clause 9.2, 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 Clause 11.
 |
| * 1. If the outer envelope is not sealed and marked as above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid.
 |
| 1. Deadline for Submission of Bids
 |
| * 1. Bids shall be delivered to the Procuring Entity at the address specified in the BDS no later than the time and date specified in the BDS.
	2. The Procuring Entity may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline will then be subject to the new deadline.
 |
| 1. Late Bids
 |
| * 1. Any Bid received by the Procuring Entity after the deadline prescribed in the BDS will be returned unopened to the Bidder.
 |
| 1. Bid Opening
 |
| * 1. The Procuring Entity will open the bids, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the BDS.
 |
| * 1. The Procuring Entity will prepare minutes of the Bid opening, including the information disclosed to those present. Copies of the minutes will be made available to any Bidder who requests them.
 |
| * 1. No bid will be rejected at bid opening except for late bids, which will be returned unopened to the bidder.
 |
| 1. Domestic Preference
 |
| * 1. If so indicated in the BDS, domestic Bidders or other Bidders using Malawian nationals to carry out the works shall receive a margin of preference in Bid evaluation in accordance with the procedure and criteria specified in Section 3, Evaluation and Qualification criteria.
 |
| 1. Award Criteria
 |
| * 1. The Procuring Entity will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be both eligible and qualified in accordance with the provisions of Clause 2.
 |
| 1. Procuring Entity’s Right to Accept and Bid and to Reject any or all Bids
 |
| * 1. The Procuring Entity reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Entity’s action.
 |
| 1. Notification of Award and Signing of Agreement
 |
| * 1. The notification of award by the Procuring Entity to the Bidder will constitute the formation of the Contract, subject to the Bidder signing the Contract and furnishing the Performance Security required in the Bid Data Sheet. The Procuring Entity shall publish in the Malawi Government Gazette the results of the award of contract, as required by the Public Procurement Act 2003.
 |
| * 1. The Contract will incorporate all agreements between the Procuring Entity and the successful Bidder. It will be signed by the Procuring Entity and sent to the successful Bidder, within fourteen (14) days following the notification of award. Within fourteen (14) days of receipt, the successful Bidder will sign and date the Contract and deliver it to the Procuring Entity.
	2. Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity will, within one (1) week, notify the other bidders that their bids have been unsuccessful.
 |
| 1. Performance Security
 |
| * 1. Within thirty (30) days after receipt of the Notice of Acceptance, the successful Bidder shall deliver to the Procuring Entity a Performance Security in the form of a Bank Guarantee or other form acceptable to the Procuring Entity, in the amount specified in the Special Conditions of Contract.
 |
| * 1. Failure of the successful Bidder to comply with the requirements of Sub-Clause 15.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
 |
| 1. Adjudicator
 |
| * 1. The Procuring Entity proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notice of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the SCC at the request of either party.
 |
| 1. Corrupt or Fraudulent Practices
 |
| * 1. The Government of the Republic of Malawi (hereinafter called “the Government”) requires that Procuring Entities, as well as Bidders and Contractors under public-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:
	2. defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract. * 1. will reject a recommendation 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;
	2. will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.
 |

Section 2. Bid Data Sheet

| **Instructions to Bidders (ITB) reference**  | Data relevant to ITB |
| --- | --- |
| **ITB 1.1** | The Procuring Entity is: **Neno District Council**The subject of the Works is: The procurement reference number is: **NNDC/GESD PROJ/21-22/01** |
| **ITB 1.2** | The Intended Completion Date for the Works shall be: **90 days from the start date** |
| **ITB 3.1** | The Bidder shall submit with its bid the following additional documents or information: * **Program of works schedule**
* **Normal Working Hours**
* **List of Basic Labour Rates**
* **List of Basic Plant Hire Rates**
* **The Analysis of Major Unit Rates**
* **List of current contract commitments**
* **Power of Attorney**
* **Environmental Code of Conduct** (refer to point **(i)** of evaluation criteria).
* **Health and Safety policy** (refer to point **(i)** of evaluation criteria).
* **Gender policy**: a Declaration that the Bidder is going to **recruit a minimum of 40% women** as workforce when awarded the contract. Bidder should commit in writing.This gender policy declaration should be on the **letterhead** of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. (**Refer to Part F of Section 6)**
* **Coloured copy of National Registration Identity card for the company owner**
* **Medium Enterprises Certificate from Ministry of Trade**
 |
| **ITB 4.1** | The Contract is an **Lump sum Contract**.  |
| **ITB 6.1**  | Bids shall remain valid for **120** days. |
| **ITB 7.1** | The Bid Security shall not be required but instead you must furnish it with a **BID SECURING DECLARATION in our format**. |
| **ITB 8.1** | In addition to the **ORIGINAL** of the bid, the number of copies is: **(2) Two** |
| **ITB 10.1** | The Procuring Entity’s address for bid submission is:Attention:  **The Chairperson** **Internal Procurement & Disposal** **Of Assets Committee**Address: **Neno District Council**PO Box No/Postal Code **P.O Box 11, NENO** Street Address **Neno District Council Headquarters** Floor/Room number **Procurement Unit**Town/City: **Neno**Malawi **Malawi**The deadline for bid submission is: Date: **23rd November, 2021** Time: **15:00Hours** |
| **ITB 11.1** | The bid opening shall take place at:Attention:  **The Chairperson****Internal Procurement & Disposal of Assets Committee**Address: **Neno District Council**PO Box No/Postal Code **P.O Box 11**Street Address **Neno District Council Headquarters**Floor/Room number **Reception Space** Town/City: **Neno**Malawi **Malawi**The deadline for bid submission is: Date: **23rd November, 2021** Time: **15:00 hours**  |
| **ITB 13.1** | A margin of preference of **20% Domestic Preference & 10% MSME order shall** apply.Where a margin of preference applies, the criteria for eligibility and the application methodology are described in Section 3 Evaluation Methodology and Criteria. |
| **ITB 18.1** | The Adjudicator proposed by the Procuring Entity is: **To be proposed by the National Construction Industry Council of Malawi (NCIC)**The hourly fee for this proposed Adjudicator shall be: **To be advised by the NCIC**The biographical data of the proposed Adjudicator is as attached to this Bid Data Sheet. **To be advised by the NCIC** |

Section 3. Evaluation and Qualification

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Procuring Entity shall use to evaluate a bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

### 1. **Qualification Criteria**

The information required from bidders in ITB Sub-Clause 4.3 is modified as follows:

The requirements for joint ventures in ITB Sub-Clause 4.4 are modified as follows:

To qualify for award of the Contract, in accordance with ITB Sub-Clause 4.5, bidders shall meet the minimum qualifying criteria:

* + 1. Average Annual Volume (**AAV**) of construction work over the past **Three (3) financial years (2018/2019, 2019/2020, 2020/2021)** of at least **Twenty Million Malawi Kwacha** (**MK20, 000, 000.00). Attach Completion certificates** and their corresponding **payment Vouchers.**
		2. **Experience** as **prime contractor** in related Works of at least **Three (3)** works of a similar nature and complexity equivalent to the Works over the last **Three (3) financial years (2018/2019, 2019/2020, 2020/2021)**

 **Evidence required**: 1.**Works** cited on (**b**) should be **One Hundred percent (100%)** complete. 2. **Three (3) Completion certificate** of the works cited on (**b**) and their corresponding **Three (3) payment Vouchers.**

* + 1. Proposals for the timely acquisition (own, lease, hire, etc.) of the following **essential equipment**: 1. Concrete Mixer 2. Poker Vibrator, 3. Wheelbarrows 4. Panga Knives
		2. **Key personnel** with the following qualifications and experience:

|  **No. Required** | **Position** | **Qualification** | **Total General****Experience (no. of years)** | **Specific Similar Experience relevant to the Position****(Number of Projects \* see below)** |
| --- | --- | --- | --- | --- |
| 1 No | Contract manager | Engineering **OR** architecture **OR** quantity surveying Degree from an accredited University | 4 years | 2 years |
| 1 No | Site Agent | Diploma in Irrigation/Civil Engineering **OR**  | 6 years | 3 years |
| Degree in Irrigation /Civil Engineering | 4 years | 2 years |
| 1 No | Foreman | Foremanship Certificate from the Ministry of Transport & Public Works **OR** National Construction Industry Council (**NCIC**) **OR** City & Guilds’ grade 1 Certificate | 8 years | 4 years |
| 1 No | Environmental, Social, Health, Safety Officer | Degree in Environmental Health | 2 years | 1 year |
| **NOTE: All the aforementioned officers should provide Notarised Copies of Certificates and signed (by the holders) Curriculum Vitaes (CVs).** |
|  |

**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 lessthan **Twenty Million Malawian Kwacha** (**MK20, 000,000.00**).

Evidence required**: Credit facility letters** from **Commercial Banks** stating the **actual amount of credit facility available** to the bidder and have to be dated **11th October, 2021 or later.**

**Note**: **Credit facilities from** Village Banks**,** Bank Nkhonde**,** Hardware shops, Contributory schemes **(Chipeleganyu)** andMoney sharks **(Akatapila) shall be disqualified.**

f) Multiple Contract Award assessment: **No Bidder shall be awarded more than One Lot**

g) NCIC Registration: **Evidence of registration with** NCIC **in the** **MWK20 Million Building Category**

h) The Analysis of Major Unit Rates shall be used to determine the substantial responsiveness of the bid as follows:

1. Bidders must demonstrate that major unit rates in the bills of quantities are not lower than the rates in the **analysis of major unit rates** submitted by the bidder.
2. Bidders must demonstrate that prices in the analysis of major unit rates are not lower than the prices on the **list of basic labour rates and list of basic material rates** submitted by the bidder.
3. **Code of Conduct (ESHS)**

The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.

In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

The Contractor shall be required to implement the agreed Code of Conduct.

**Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks**

The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

* *Water Resource Protection Plan to prevent contamination of drinking water*.
* *Boundary marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts*.
* *Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*

***Refer to part D, E and F of section 6 for further details***

**j)** A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

**k) Subcontractors’ experience** and **resources** will not be taken into account in determining the Bidder’s compliance with the qualifying criteria.

 **l) Application of Domestic Preference**

The procuring Entity shall grant a **Twenty percent (20%)** Margin of preference to **Indigenous Black Malawian on this Tender**. Bidders to be considered for this margin of Preference shall be required to prove their business ownership by attaching to their bids **Coloured copies of their Malawian National Identity Cards.**

**m) Application of MSME Order 2020**

The procuring Entity shall grant a **Ten percent (10%)** Margin of preference to Medium Enterprises. Bidders to be considered for this margin of Preference shall be required to provide evidence of “**Medium Enterprises**” registration with the **Ministry of Trade.**

*Note to Bidders: This Bid Submission Form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder.*

# Bid Submission Form

Date: **[insert date]**

Procurement Reference No.: **[insert procurement reference number]**

Page **[insert page number]** of **[insert total number of pages]** pages

To: [**insert complete name of Procuring Entity**]

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents;
2. We offer to execute the **[insert the name and procurement reference number of the Works]** in conformity with the Bidding Documents for the Contract Price of **[insert amount in numbers and words]** Malawi Kwacha;
3. Our bid shall be valid for a period of **[specify the number of days that the bid is valid for]** calendar days from the date fixed for the bid submission;
4. We have not been debarred from participation in public procurement by the Government of the Republic of Malawi, in accordance with ITB Sub-Clause 17.4;
5. Our firm, its affiliates or subsidiaries, including subcontractors or suppliers for any part of the contract are not under investigation by the Anti-Corruption Bureau or any other law enforcement body in Malawi relating to participation in any public procurement tender exercise or execution of any public procurement contract relating to the purchase of goods, works and services by any Procuring Entity.
6. The names and physical addresses of the Directors of our firm are provided in the table below or we enclose a copy of our latest Audited Accounts (issued within the last twenty-four (24) months):

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |
|  |  |
|  |  |

1. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
2. We accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator. **[or]** We do not accept the appointment of **[insert name of adjudicator proposed in the BDS]** as the Adjudicator, and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

Signed: [**insert signature of person whose name and capacity are shown**] In the capacity of **[insert legal capacity of person signing the Bid**]

Name: [**insert complete name of person** **signing the Bid**]

Duly authorised to sign the bid for and on behalf of: [**insert complete name of Bidder**]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [**insert date of signing**]

*Note to Bidders: Bidders shall submit a fully priced Bills of Quantities for Admeasurement Contracts or Activity Schedule for Lump Sum Contracts as provided in Section 6 of the Bidding Documents.*

Each page of the Bills of Quantities or the Activity Schedule should be signed by a person with the proper authority to sign documents for the Bidder.

# Priced Schedules

# (Bills of Quantities or Activity Schedule)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Qty.** | **Unit Price MK** | **Total Price MK** |
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|  | **Sub Totals** |  |
|  |  |
|  |  |  |  |  |  |

 **Bid Securing Declaration**

**[The Bidders shall fill in this Form on their letterheads in accordance with the instructions indicated.]**

|  |
| --- |
| Date: **[insert date (as day, month and year) of Bid Submission].**Procurement Reference Number: **[insert number of bidding process]** |

To: [**insert complete name of Procuring Entity**]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of two (2) years starting on 7th October, 2016 if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: **[signature of person whose name and capacity are shown]** in the capacity of **[legal capacity of person signing the Bid Securing Declaration]**

Name: **[complete name of person signing the Bid Securing Declaration]**

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ **[date of signing]**Corporate Seal (where appropriate)

Witnessed By ***[insert name of witness]*** in capacity of ***[insert designation of witness]***

Date: on……………… day of………….…………. ***[ insert date of signing]***

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

*Note to Bidders: The information to be filled in by bidders in the following pages will only be used for purposes of post-qualification or for verification of pre-qualification as provided for in Clause 4 of the Instructions to Bidder, and will not form part of the Contract. Attach additional pages as necessary. If used for pre-qualification verification, the Bidder should fill in updated information only.*

**Qualification Information Form**

|  |
| --- |
| 1. Constitution or legal status of Bidder: **[attach copy]**Place of registration: **[insert]**Principal place of business: **[insert]**2. Average volume of construction work performed in the previous number of years specified in Section 3: **[insert details below and state average]** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Year: |  |  |  |  |
| Volume: |  |  |  |  |

|  |
| --- |
| 3. Work performed on works of a similar nature and volume over the last five (5) years. Also list details of work under way or committed, including expected completion date. |

|  |  |  |  |
| --- | --- | --- | --- |
| Project name and country | Name of client and contact person | Type of work performed and year of completion | Value of contract |
| (a)(b) |  |  |  |

|  |
| --- |
| 4. Major items of Equipment proposed for carrying out the Works. List all information requested below.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Item of equipment | Description, make, and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
| (a)(b) |  |  |  |

|  |
| --- |
| 5. Qualifications and experience of key personnel for the Contract.  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position | Name | Qualifications | Years of experience (general) | Years of experience in proposed position |
| (a)(b) |  |  |  |  |

|  |
| --- |
| 6 Financial reports for the last financial year: balance sheet, profit and loss statement, auditors’ report, etc. Attach copies.7. Name, address, and telephone of banks that can provide references if contacted. |

|  |
| --- |
| 8. Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. |
| 9. Bidders should provide any additional information required in Sections 2 or 3 of the Bidding Document or to fulfil the requirements of Clause 2 of the Instructions to Bidders, as applicable.**Additional Bid Information****SCHEDULE I****4.6.1 NORMAL WORKING HOURS**The Tenderer shall insert below the normal working hours on which he has based his tender.

|  |  |
| --- | --- |
| Monday to Friday |  |
| Saturday: |  |
| Sunday: |  |
| Normal Working Hours per week: |  |

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer or his Representative)**SCHEDULE II****4.6.2 LIST OF BASIC LABOUR RATES**The Tenderer shall insert below the basic rates of wages on which he has based his tender. Such rates shall be substantiated should the Contract Administrator so require.

|  |  |  |
| --- | --- | --- |
| **Category of Employee** | **Unit** | **Basic Rate** **MWK** |
| Unskilled Labour | Day |  |
| Semi-skilled Labour | Day |  |
| Tradesman | Hr |  |
| Plant Operator | Hr |  |
| Driver | Hr |  |

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer or his Representative)**SCHEDULE III****4.6.3 LIST OF BASIC PLANT HIRE RATES**The Tenderer shall insert below the basic plant hire rates, on which he has based his tender. **Such rates shall be substantiated should the Client so require.**

|  |  |  |
| --- | --- | --- |
| **Plant** | **Daily Rate****MWK** | **Hourly Rate****MWK** |
| Lorry 7tonner or Tipper |  |  |
| 1 tonner Pick up |  |  |
| Poker vibrator |  |  |
| Concrete Mixer |  |  |
| Rammer |  |  |
| Surveying Equipment |  |  |
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Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer or his Representative)**SCHEDULE IV****4.6.4 ANALYSIS OF MAIN UNIT RATESES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.****(See Bills)** | **Labour****MWK** | **Materials****MWK** | **Plant Incl.****Transport****MWK** | **Fuel & Lubricants****MWK** | **Overheads****& Profit****MWK** | **Total****Rate****MWK** |
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Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Tenderer or his Representative)**4.6 Certificate of Site Visit****Contract No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Contract Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**This is to certify that I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of Representative of Bidder)in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Position within the firm of the Representative of Bidder) for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Firm) visited the site in connection with the tender for :**Contract No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Contract Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**and confirm that:1. Having studied the documents, I have carefully examined the site.
2. I have made myself familiar with all the local conditions influencing the works and the cost thereof and having the technical expertise and knowledge for sound judgement.
3. I further certify that I am satisfied with the description of the works and the explanations given by the Representative of the Contracting Authority and that I understand perfectly the works to be done as specified and to be executed under the contract.
4. Signature

Representative of Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Position**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  |

Section 5. Eligible Countries

**Procurement Reference Number:**

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

(a) as a matter of law or official regulation, the Government of the Republic of Malawi prohibits commercial relations with that country, provided that the Government is satisfied that such exclusion does not preclude effective competition for the provision of the works required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Malawi prohibits any procurement of works from that country or any payments to persons or entities in that country.

1. **Scope of Works**

**Work Summary**

The work shall involve Construction of Classroom Block.

1. **Technical Specifications**

**GENERAL**

1. It shall be deemed that the Contractor has visited the site the site to make himself thoroughly acquainted with the nature of the materials to be excavated and has consulted all available information concerning the nature of this material before submitting his tender as no extra cost will be allowed by reason of his failure to do so.

**CLEAR SITE**

1. Clear site shall mean the clearing away of all rubbish, grass shrubs, bushes, trees not exceeding 600 mm girth, measured 1000 mm above ground level, and tree stumps not exceeding 600 mm girth, measured as ground level, and grubbing up of roots. Root holes shall be cleaned out filed with earth and well rammed and consolidated. All unusable materials resulting from clearing the site shall be burned on an approved part of the site.
2. All timber of site shall remain the property of the Employer. The Contractor shall allow for cutting to portable length and stacking in an approved position on the site.

**EXCAVATION**

1. The term excavation shall mean excavating in all types of ground met with other than hard stones or rock of such size or position that it can, in the opinion of the architect / supervising Officer only be removed by barring, wedding, drilling, splitting of blasting and shall include excavating in made up ground, soft rock, gravels, shale, clay. E.t.c and shall also include for grubbing up removing any minor obstruction, including boulders not exceeding 0.14 cubic meters in volume, drain clinkers and gravel paths, tree roots etc and for filling in voids with approved materials from the …………… all also include for removing the excavate materials from the trench and depositing in temporary spoil heaps in readiness for backfilling or removal from site.

Allowable slopes

|  |  |  |
| --- | --- | --- |
| SOIL TYPE | HEIGHT/DEPTH RATION | SLOPE ANGLE |
| Stable Rock | Vertical | 90c |
| Type A | ¾:1 | 53c |
| Type B | 1:1 | 45c |
| Type C | 1 ½:1 | 34c |
| Type A (Short – term) | ½:1 | 63c |
| (for a maximum excavation depth of 12 ft) |  |  |
|  |  |  |

**B DETERMINATION OF SOIL TYPE**

1. **Stable Rock** is natural solid mineral that can be excavated with vertical sides and remain intact while exposed. It is usually identified by a rock name such as granite or sandstone. Determining whether a deposit is of this type may be difficult unless it is known whether cracks exist and whether or not the cracks run into or away from the excavation.
2. **Type A** **soils** are cohesive soil with an unconfined compressive strength of 144 kpa or greater. Examples of type A cohesive soils are often: clay, salty clay loam, and, in some cases, silty clay loam and sandy clay loam. (No soil is Type A if it is fissured, is subject to vibration of any type, has previously previously been disturbed, is part of a slope of 4 horizontal to 1 vertical (4H : 1V) or greater, or has seeping water.
3. **Type B soil** are cohesive soils with an unconfined compressive strength greater than 48 kpa but less than 144 kpa. Examples of other type B soils are: angular gravel;silt loam; previously disturbed soils unless otherwise classified as type C; soils that meet the unconfined compressive strength of cementation requirements of type A soils but are fissured or subject to vibration; dry unstable rock; and layered systems sloping into the trench at a slope less than 4H : 1V (only if the material would be classified as a type B soil)
4. **Type C soil** are cohesive soils with an unconfined compressive strength of 48 kpa or less. Other type C soil include granular soils such as gravel, sand and loamy sand, submerged soil, soil from which water is freely seeping, and submerged rock that is not stable. Also include in this classification is material in a sloped, layered system where the layer dip into the excavation or have a lope of four horizontal to one vertical (4H : 1V) or greater.
5. **Layered geological Strata** where soils are configured in layers, i.e where a layered geologic exists, the soil must be classified on the basis of the soil classification of the weakest soil layer. Each layer may be classified individually if a more stable layer lies below a less stable layer, i. e where a type C soil rests on top of stable rock.
6. Should excavation be made below or beyond the dimensions and levels shown or required to obtain a solid bottom, and in the case of tree stumps being remove, the Contractor must fill up the excavation to the correct level with weak concrete Grade 10/40
7. No concrete foundation shall be poured until the Architect/ supervising Officer and Local Authority have approved the excavations.

**EXCAVATION**

1. Notwithstanding any authorization, approval or direction given by the Architect/ Supervising Officer with regard to excavation or any matter or things connected therewith, the Contractor shall be responsible for taking necessary precautions against any damage from the operations.

**MEASUREMENT**

The measurement of all excavating’s and subsequent disposal are those before excavation or after compacting in the case planking and strutting shall be allowed for by the Contractor in his rates.

1. Excavation and disposal items have been measured in accordance with the standard Method of measurement of Building Works in Malawi and the, filling and ramming and any formwork which he may consider necessary to carry out the works.
2. All excavations shall be deemed to commence from ground level or reduced level except where otherwise expressly stated and the Contractor is to include in his rates for any additional handling which he may incur.
3. Rates for excavations shall include levelling or grading, watering and consolidation to form a solid bottom and for trimming sides and for forming any necessary steps in foundations as directed.
4. The contractor is to include in his items of excavation and disposal for any additional handling he may incur due to the manner or order in which he carries out the work.

**ROCK**

1. Should any rock be encountered, the contractor shall notify the Quantity Surveyor immediately before excavating same in order that the quantity thereof may be assessed.
2. The Contractor is to include in his rates for excavation in rock and for removing any additional materials arising from over break or over blast and for the additional filling accessioned thereby. The Contractor must provide for any method of removal which may be adopted as there is no guarantee given or implied that blasting will be permitted

**BACK FILLING**

1. Filling in of excavated materials is measured after consolidated. All refilling of excavated material next to foundations, etc is to be carried out, unless otherwise described, in layers not exceeding 150mm thick with the best clean, dry, excavated materials free form rubbish or refuse and is to be approved by the Architect/ Supervising Officer for this purpose. If excavated materials is not suitable, imported laterite is to be used to the approval of the Architect / rammed before another layer is deposited.

**HARDCORE**

1. hardcore is to consist of hard stones, coarse graves, sound slag, had broken bricks or other inert materials to pass a 100 mm diameter ring and is to be blinded with fine chippings, ash or sand ready to received concrete slab.
2. The hardcore slabs and filling to make up levels shall be laid to the minimum finished thickness and compacted until a mechanical interlock is obtained and to a standard consistent with the use of a 2.5/3 tonne roller. The surface of the hardcore is then to be checked to ensure that a true level has been obtained over the whole area.
3. The rates for hardcore filling are to include for all necessary temporary boards.
4. The ant repellent is to be aldrin, dieldrin, shell rite, chlordane or heptachlor diluted with water and applied by or watering can strictly in accordance with the manufacturer’s instruction.
5. The Contractor is to ensure that the surface to be sprayed are cleaned of all foreign matter before and after application. Great care is to be taken to prevent disturbance of the treated surface and the contractor is include in his rates for providing raised barrow runs or other means to prevent disturbance of the treated surface.
6. The Contractor shall furnish to the Architect/ supervising Officer a guarantee covering the content and quality of the work for a period of five years. Within this guaranteed period the contractor must undertake to retreat, without further charge, any area showing re – infestation.

**WATER IN EXCAVATIONS**

1. Excavations shall be kept free from water at all time. The responsibility for removing water shall rest with the Contractor and no claim for expenses incurred will be entertained. Where pumping is necessary the materials in and around the excavations shall not be disturbed by pumping all pumps shall be formed clear of excavations for permanent work. The contractor shall divert as all ditches and other waterways wherever encountered during the progress of the works.

**PLANKING AND STRUTTING**

1. Plank and strut the sides of all excavations as necessary to ensure the safety of the workmen and to prevent any movement, all to the satisfaction of the Architect/ supervising Officer. All responsibility for the foregoing shall rest entirely with the Contractor and should any of the excavations, other than that required to be excavated, collapse due to the omission or the insufficiency of the planking and strutting, it will be paid for as excavations and must be dug out and depressions filled in as directed by the Architect/ supervising officer the contractor’s expense. Should the Architect/ supervising Officer reasonably consider that adequate safety is not provided he may instruct the Contractor accordingly and extra planking and strutting shall be provided at the contractor’s own expense.

**CONCRETE WORK**

**GENERALLY**

1. Materials and workship shall with B S 8110 part 1 1985 Structural use of Concrete except as varied by this specification.

**CEMENT**

1. Cement shall comply with m b s 0066 and shall be delivered to the site in sealed and branched bags properly protected from the weather during transport. Admixtures shall be used only if instructed or approved.
2. The cement shall be stored in a waterproof shed on a dry floor raised above the ground and stacked in such a manner that individual consignments are used in the works in the order in which they are received. Any cement found to be damp, contaminated, or to have deteriorated will be condemned by the Architect / supervising officer.

 **AGGREGATES**.

1. Fine and coarse aggregates shall comply with B.S. 882 coarse aggregate shall satisfy the grading limits defined for 20mm aggregate graded down to 5 mm.
2. Aggregated shall be stored on concrete or other hard standing with dividing aggregate walls between each type of aggregate.

**WATER**

1. Water shall be clean, fresh from an approved source and shall be free chemical or organic impurities or other deleterious matter.

**ITEM CONCRETE PROPORTION**

1. The proportions for concrete shall be as follows

|  |  |  |
| --- | --- | --- |
| NOMINAMIX | PROPORTION OF MIX BY VOLUME CEMENT FINE AGG COARSE AGG | MINIMUM CRUSHING TRENGTH (CUBE STRENGTH IN /MM 7DAYS 28 DAY |
| 1:1:5:3 | 1 CU. Ft: CU. Ft 50 KG bags: 0.05 m2:0.1 (up to 20mm) | 16.5 | 25 |
| 1:2:4 | 1 CU. Ft : CU ft:6 .ft 50 kg bag :0.07m2:0.14 up to 20mm) | 13.5 | 20 |
| 1:3:6 (15/40) | 1 CU. Ft: CU ft: 6 CU. Ft 50 kg bag :0.1m2:0.2 m2 ( up to 40mm) | 10 | 15 |
| 1:4:8 (10/40) | 1 Cu. Ft : 4 CU. Ft : CU. Ft 50 kg bag:0:14 m2:28 (up to 40 mm) | ?? |  |

1. The proportions given for the concrete mixes are by volume. The quantities in each batch shall be so calculated as to use one or more whole bags of cement in each batch. One pocket (bag) of cement is equivalent to one cubic foot. The use of cement from split bags will not be permitted.
2. The coarse and fine aggregate shall be measured in approved gauge boxes.

**CONCRETE PRORPORTIONS (CONT’D)**

1. The quantity of water used shall be minimum to produce dense concrete of adequate workability for its purpose. The workability shall be strictly maintained by careful control of water added.

**MIXING**

1. The cement and aggregate shall be mixed dry in an approved revolving drum mixer for two minutes and then for a continuous period of at least two minutes and then for a continuous period of at least two minutes after the water has been added until the whole mass is of uniform colour and consistency. The whole batch is added.
2. Hand mixing may be permitted in special circumstances. When permission has been granted for hand mixing, the contractor shall use 10 per cent additional cement his own expense and produce concrete not inferior in strength to machine – mixer concrete. Mixing shall be carried out on a clean, close – metal mixing platform.
3. Immediately on cessation of work the drum mixer and / or mixing platform shall be cleaned.

**TRANSPORTING AND PLACING**

1. Concrete shall be transported from the mixer to its position in the structure as quickly a possible and such a manner as to avoid any risk of segregation, consolidation or drying out and shall be compacted into position before it has taken initial set.
2. Unless otherwise authorized by the Architect / supervising Officer compacting shall be accomplished with the use of immersion vibrators together, if necessary, with rods, shovels and the like.
3. If the contractor wished to use an alternative means of compacting for any portion of the works, he shall submit his proposals and shall receive the Architect/ supervising officer his proposals and shall receive the Architect / supervising Officer’s approval before commencing this portion of the Works.
4. Vibrators shall be of a suitable type and used in sufficient number to suit the nature of the work and quantities of concrete placed.
5. Only persons experienced in the use of vibrators shall be employed on this type of work. Particular care shall be taken to fill all avoid and to work the concrete against rock and existing concrete surfaces round the reinforcement and embedded fixtures and into corners of formwork.
6. Vibration shall be continued at each point until the concrete to contract and thin layer of mortar has appeared on the surface and air bubbles have ceased to appear. Vibrators shall be inserted vertically at regular spacing which shall not exceed the distance over which vibration is visibly effective nor more than 300 mm. vibrators shall be lifted at rate of 5 seconds for every 500mm. vibrators shall not be used to move concrete laterally and shall be withdrawn slowly to prevent the formation of voids.
7. In reinforced concrete, great care shall be taken to prevent any displacement or damage to the reinforcement during compaction.

**PROTECTION AND CURING**

1. Immediately after compaction, the concrete shall be protected from cold, heat, drying winds, rapid evaporation of water and from running water. The concrete shall be kept constantly damp for the first 7 days of its hardening by means of spraying damp sand, waterproof paper, polythene or other approved materials.
2. Works shall not be permitted on slabs for 7 days or until the cube strength is 1 N/sq. mm or twice the stress to which it will then be subjected, whichever is the greater period.

**CONSTRUCTION JOINTS**

1. The contractor shall, we before concerting, submit to the Architect/ Supervising Officer details proposals for methods of forming and location of construction joints.
2. Contraction joints shall be as few as possible
3. Construction joints shall be made at right angle to the main reinforcement and shall be formed square against firm stopping – off boards, slotted if necessary to allow continuity of reinforcement. The stopping – off boards shall be removed as soon as possible after placing the concrete without risk of movement to the concrete.

**PLACING OF NEW CONRETE AGAINST OLD**

1. In re – staring work which has been stopped, the surface of the existing concrete shall be hacked, roughened, and thoroughly cleaned and hosed down with water to remove all loose particles. Before concreting is recommended, the hacked and roughened surface shall be wetted for 24 hours, then covered with a thin layer of freshly mixed mortar, composed of cement and fine aggregate in the same proportion as the concrete test mix.

**TESTING**

1. As and when requested by the architect / supervising Officer the Contractor shall at his own expense, provide sets of four standard 150 mm test cubes, and carry out a slump test when each sample is made for making test cubes.

**SAMPLING**

1. Each cube shall be made from a single sample taken from a randomly selected batch of concrete, where practicable, taken at the point of discharge from the mixer.
2. A batch of concrete is the quantity of concrete mixed in one cycle of operation of mixer, the quantity carried by ready – mix vehicle or the quantity discharge in one minute from a continuous mixer.
3. Concrete shall be sample using a standard scoop (holding approximately 5 kg mass of concrete), referred to as a cube below. In sampling to make test cubes, one test cube shall be from a sample consisting of two scoop taken from one batch nominally divided into a number of equal parts equal to the number of cubes required, a scoop being taken from each part but disregarding the very first part and last of the discharge from the batch.
4. The number of scoops required will be:

One 150 cube 2

Slump test 4

1. a sample shall be taken from one batch selected randomly from the following quantities of concrete:

|  |
| --- |
|  Sampling |
| 1 sampling every | 2 samplings every: | 3 samplings every |
| 10 cu m or10 batches | 20cu m or20 batches | 50 cu or50 batches |

1. At the commencement of the Work, the sampling rate shall be 1 sampling over 10 cubic meter. If concrete is satisfactory, 2 samplings every 20 cubic meter may be applied. If subsequent failure to meet requirements occurs, 1 sampling ever 10 cubic meters shall be reapplied until results are satisfactory.
2. Fresh concrete samples shall at all stages be protected against losing water and excessive temperatures.
3. Sample shall been taken by a person charged with responsibility for taking samples who shall provide certificates giving the following information:

A date and time of sampling

B. Location in the works of the concrete the sample

C. Sample (eg. Mixer discharge or from heap)

D Sample identification mark

E Ambient temperature and weather

F. identification marks of cubes made from sample

G. slump test result

H. name of sampler

I name of person responsible

**SLUMP TEST REQUIREMENTS**

1. The slump shall not exceed 50 mm for mass concrete, 40 mm for vibrated concrete and 75 mm for hand compacted concrete.

**STRENGTH REQUIREMENTS**

1. Compliance with the specified characteristic strength shall be assumed if:
2. The average strength determined from any ground of four consecutive test cubes and the lowest strength of an individual cube shall exceed the shown below:

|  |  |  |
| --- | --- | --- |
| CharacteristicStrength N/mm | Average cube strength N/mm | Min. individual cube strength N/mm |
| 10152025 | 13.3320.0027.5032.50 | 80.5012.7517.0021.50 |

1. One cube fails to meet the requirement for an individual cube the result shall be considered to represent only the batch of concrete from which that cube was taken provided the result for the average strength is satisfied.
2. More than one cube result fails to meet the requirement for individual cubes or if the average cube result fails to meet the requirement for average strength then all the batched represented by all cubes shall be deemed not to comply with strength requirements.
3. In the event of test cubes failing to meet the above requirements the contractor shall be directed to take to take such remedial action as the architect/ supervising officer may consider necessary. This action may include the cutting out of the concrete or the taking of cores for further testing at the contract’s expense.

**STRENGTH REQUIREMENTS**

1. From time to time, the Architect / supervising Officer may direct that additional cubes be made to check the attained strength level of parts of the structure or for other particular purposes. These cubes shall be taken, stored and tested in a manner suitable for their purpose as directed by the Architect / supervising Officer. No extra payment will be made for such special cubes.

**REINFORCEMENT**

1. Type F2: this type is for surfaces exposed to view where good appearance and alignment are important. Formed or closely jointed wrote timber, plywood or steel forms arranged in an approved uniform pattern. Whenever possible, joint shall be arranged to coincide with architectural features or changes in direction of the surface joints shall be vertical and horizontal unless otherwise directed. Slight grain and joint marks and small blemishes cause by entrapped air or water are permissible.

**FORMWORK**

1. TYPE S. formed as F1 then scrabbled to leave a keyed surface for subsequent rendering or as construction joint preparation.
2. Type SP: This type is for exceptional or special appearance. The surface shall be superior to F2, profiled or profiled with further surface treatment, as specified.
3. Uniformed surface shall be as follows:
4. Type U1: the concrete shall be uniformly levelled and screened to produce a plain. Textured or ridged surface, prior to receiving an applied fining or where a superior fining is not required.
5. Type U2: after forming a surface finish type U1 and after the moisture film has disappeared and the concrete has hardened sufficiently to prevent laitance from being worked to the surface, the surface shall be steel trowel –led under firm pressure to produce a dense, smooth uniform surface free from trowel marks.

**REMOVAL OF FORMWORK AND SUPPORTS**

1. Formwork and supports shall be carefully removed without shock loading or disturbance to the concrete. No formwork shall be removed until the concrete has gained sufficient strength to withstand without damage the stresses to which it may be subjected.
2. If the contractor wishes to strip soffit formwork, to beams or slabs before the due period for the supports, the formwork shall be suitable for removal without disturbing the supports.

**REINFORCEMENT (CONT’D)**

1. The Contractor shall be responsible for the removal formwork without damage to the concrete. The minimum period given below between completion of placing concrete and removal of forms is given as guidance. If the period is determined by making test cubes and curing them under the same conditions as the concrete to which they refer.

**REMOVAL OF FORMWORK AND SUPPORTS**

|  |  |  |
| --- | --- | --- |
| Position of form |  |  |
| Vertical or near vertical faces of mass concrete columns, walls and beams soffit ( formwork only)Supports to beams | 9 hrs 12 hrs8 days 14 days15 days 21 days | 0.3 fcu10N /sq mm or twice stree to which the concrete will be subjected |

1. The aforementioned periods of time apply for ordinary Portland cement only. The periods of the time shall be increased for lower temperatures.

**SUNDRY LABOURS**

1. Perform all sundry labours necessary for the full and proper execution of the work.

**PROTECTION**

1. Include for the proper protection of all concrete work throughout the section.

**PRECAST CONCRETE**

1. The specification for in situ concrete will apply except as varied in this section
2. Precast unit shall have proper lifting attachments suitably located to minimize stresses during handling. The strength of the concrete shall be sufficient to withstand handling and placing stresses.
3. Units shall be placed in a manner that minimizes shock loading to the units and structure. Units shall be stored in a manner which shall not cause distortion or damage of the units. When stacked, units shall be separated by packing to prevent transmission of bending loads to lower units. Packing shall not discolor or otherwise permanently damage the units
4. All units shall be of uniform appearance, of the same texture and colour, and where an approved sample has been used, they shall match the approved sample.
5. The contractor shal be used temporary supports required to resist all construction loads, including wind, likely to be encountered.
6. Unless shown otherwise on the drawings units shall be bedded and jointed in (1:3) cement and sand mortar thoroughly compacted, pointed and finished as necessary to match surrounding work and carefully cleaned down on completion.
7. The Contractor is to include for all necessary mould formwork, templates, handling and lifting attachments, bolt fixings, temporary supports and the like associated with the construction of the units.

**PRECAST CONCRETE** (cont’d)

1. Any precast work damaged will be cut out and replaced at the contractor’s expense. No patching will be allowed.

**RATES TO INCLUDE**

**TESTING OF MATERIALS**

1. The costst od all preliminary and works tests required by the Architect / Supervising Officer to be carried out on cement, water, aggregates, steel or any other materials for any reason shall be deemed to be include by the contractor in his rates.

**FORMWORK**

1. Rates for centering and formwork are to include for all straight cutting and waster, notching, allowances for overlaps and passing’s and removing and , in the case of formwork described as wrote, shall in addition and true, slopping surface imperfections with cement and sand (1:1) and removing board mark and feathers.

**PREPARATION OF SURFACES**

**PRECAST CONCRETE**

1. Rates for precise concrete are to include for all necessary formwork and mould, including wrote or lined formwork to exposed faces, stopping surface imperfection in cement and sand. (1:1) rubbing off board marks and door all necessary light wire reinforcement to prevent damage or breakage in handing, casting in the requisite lengths, hoisting, bedding and building in composition or cement mortar and covering up protecting exposed surface and cleaning down at completion and making good.

**REINFORCEMENT**

1. Reinforcement steel is measured in bills of Quantities according to the calculated weight as scheduled and the rates shall include for all cutting, bending, cranking, hooking at ends, hoisting, assembling, placing, fixing and maintaining in the correct position, for wastage and rolling margin and for all wire and other fixing devices employ.
2. Rates for fabric reinforcement shall include all banding typing wire, distance blocks and 300 mm side and end laps.

**TESTING OF CONCRETE**

1. Any works cubes, or core cut from the works, which fail to meet the strength or other requirements described herein shall be paid for by the contractor.

**BRICKWORK**

**CEMENT**

1. Cement shall be as specified in concrete work.

**SAND FOR MORTAR**

1. Sand shall be lean, sharp, uncoated grain of natural occurring pit or fresh water sand, free from injurious amounts of dust, lumps, soft or flaking particles, shale, alkali, organic matter, loam or other deleterious substances, washed if necessary and shall pass a 5000 um (5mm) B.S. sieve and not more than 15 per cent by weight pass a 1500 um (0.150 mm) B.S. Sieve.
2. **Drawings**

| **List of Drawings** |
| --- |
| **Drawing Number** | **Drawing Title** |
|  | **N/A** |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Bill of Quantities or Activity Schedule**

**Lot 1: Construction of Classroom Block.**

|  |
| --- |
| **NADZANGA PRIMARY SCHOOL BLOCK** |
| **ITEM** | **SUBSTRUCTURE (ALL PROVISIONAL)** | **UNIT** | **QTY** |  **RATE**  | **K T**  |
|  |  |  |  |  |  |
|  | **PRELIMINARIES** |  |  |  |  |
|  |  |  |  |  |  |
| A | Provisional sum for site mobilization, and site clearing, sign boad and demobilization. |  |  |  |  |
|  |  |  |  |  |  |
| B | Site clearing | m2 | 250 |  |  |
|   |   |  |   |   |   |
|   | **EXCAVATIONS** |  |   |   |   |
|   |   |  |   |   |   |
| A | Excavate trench from reduced level for strip footing 0 to 1000mm deep | m3 | 69 |   |   |
|   |   |  |   |   |   |
| B | Ditto; attached piers | m3 | 9 |   |   |
|   |   |  |   |   |   |
| C | Extra over excavations for excavating in rock (provisional) | m3 | 5 |   |   |
|   |   |  |   |   |   |
|   | **FILLING** |  |   |   |   |
|   |   |  |   |   |   |
| D | Selected excavated material filling, deposited, spread and compacted in 150mm layers | m3 | 45 |   |   |
|   |   |  |   |   |   |
|   | Imported filling to make up level as subgrade |  |   |   |   |
|   |   |  |   |   |   |
| E | 200mm subgrade material, compacted to 95% MDD AASHTO | m2 | 176 |   |   |
|   |   |  |   |   |   |
| F | 150mm bed of hardcore, well watered, rammed and consolidated in making up levels under slabs. Compacted to 98% MDD AASHTO | m2 | 176 |   |   |
|   |   |  |   |   |   |
| G | 50mm of sand, well levelled ditto | m2 | 176 |   |   |
|   |   |  |   |   |   |
|   | **DISPOSAL** |  |   |   |   |
|   |   |  |   |   |   |
| H | Load and transport excess excavated material to a tip to be provided by the client | m3 | 33 |   |   |
|   |   |  |   |   |   |
|   | **ANT TREATMENT** |  |   |   |   |
|   |   |  |   |   |   |
| I  | Ant repellent solution applied over the area of the building including tops of foundation walls. | m2 | 192 |   |   |
|   |   |  |   |   |   |
| J | Ditto; bottom of trenches | m2 | 52 |   |   |
|   |   |  |   |   |   |
|   | **SUNDRIES** |  |   |   |   |
|   |   |  |   |   |   |
| K | Polythene damp-proof membrane laid under slab on hardcore | m2 | 192 |   |   |
|   |   |  |   |   |   |
|   | **CONCRETE WORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | In-situ Concrete (Class 25/mm2/40mm) |  |   |   |   |
|   |   |  |   |   |   |
| A | Strip footing | m3 | 10 |   |   |
|   |   |  |   |   |   |
|   | Reinforced vibrated in-situ concrete (Class 25N/mm2/20mm) |  |   |   |   |
|   |   |  |   |   |   |
| B | 100mm Reinforced concrete slab cast in bays of 4500 x 4500 mm with and including construction joints between bays and trowelled smooth in one operation (fabric steel mesh reinforcement measured separately) | m3 | 25 |   |   |
|   |   |  |   |   |   |
|   | **REINFORCEMENT (PROVISIONAL)** |  |   |   |   |
|   |   |  |   |   |   |
| C | Hard drawn mild steel fabric reinforcement reference A98 weighing 1.54kg per square metre embedded in concrete slab to BS4483 (measured net; no allowance made for laps) | m2 | 192 |   |   |
|   |   |  |   |   |   |
|   | **SAWN FORMWORK** |  |   |   |   |
|   |   |  |   |   |   |
| D | Edge of slab | m | 63 |   |   |
|   |   |  |   |   |   |
| E | Edges of external seat | m | 8 |   |   |
|   |   |  |   |   |   |
| F | Soffit of suspended slab | m2 | 3 |   |   |
|   |   |  |   |   |   |
|   | **BLOCKWORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | Loadbearing precast concrete blocks, filled solid with concrete (Grade 15N/20mm) and jointed in cement mortar (1:4) |  |   |   |   |
|   |   |  |   |   |   |
| G | 200mm thick stretcher bond, reinforced with one layer of Brickforce every third course | m2 | 112 |   |   |
|   |   |  |   |   |   |
| H | Ditto; attached pier, 400mm projection | m2 | 31 |   |   |
|   |   |  |   |   |   |
|   | **PLASTER WORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | 15mm Rendering (1:4) cement and sand finished with a wood float |  |   |   |   |
|   |   |  |   |   |   |
| I | Concrete block walls | m2 | 30 |   |   |
|   |   |  |   |   |   |
|   | **PAINTING AND DECORATING** |  |   |   |   |
|   |   |  |   |   |   |
|   | Prepare and apply one coat fresh plaster primer and two coats of weathershield-long grove |  |   |   |   |
|   |   |  |   |   |   |
| A | Rendered surface over 300mm High | m2 | 41 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **INTERNAL AND EXTERNAL WALLS (ALL PROVISIONAL)** |  |   |   |   |
|   |   |  |   |   |   |
|   | **CONCRETE WORKS** |  |   |   |   |
|   |   |  |   |   |   |
|   | Reinforced Vibrated Concrete Grade 25N/mm2/20mm aggregate |  |   |   |   |
|   |   |  |   |   |   |
| A | Beam | m3 | 5 |   |   |
|   |   |  |   |   |   |
| B | 125mm thick; ditto; over storeroom | m3 | 2 |   |   |
|   |   |  |   |   |   |
|   | Cement and sand plaster (1:3) finished with steel trowel |  |   |   |   |
|   |   |  |   |   |   |
| C | 50mm thick lining to piers caps to falls | m2 | 14 |   |   |
|   |   |  |   |   |   |
| D | Ditto; underside suspended concrete slab | m2 | 10 |   |   |
|   |   |  |   |   |   |
|   | **REINFORCEMENT** |  |   |   |   |
|   |   |  |   |   |   |
| E | 6mm diameter, mild yield reinforcement | kg | 20 |   |   |
|   |   |  |   |   |   |
| F | 8mm diameter, ditto | kg | 85 |   |   |
|   |   |  |   |   |   |
| G | 12mm diameter, ditto | kg | 1320 |   |   |
|   |   |  |   |   |   |
|   | **SAWN FORMWORK** |  |   |   |   |
|   |   |  |   |   |   |
| H | Sides of beams; 150 - 300mm wide | m | 152 |   |   |
|   |   |  |   |   |   |
| I | Soffit of suspended slab; over 300mm wide | m2 | 10 |   |   |
|   |   |  |   |   |   |
|   | **BLOCKWORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | Loadbearing precast concrete blocks, filled solid with concrete (Grade 15N/20mm) and jointed incement mortar (1:4) |  |   |   |   |
|   |   |  |   |   |   |
| J | 200mm thick stretcher bond, reinforced with one layer of Brickforce every third course | m2 | 238 |   |   |
|   |   |  |   |   |   |
| K | Ditto; attached pier, 400mm projection | m | 65 |   |   |
|   |   |  |   |   |   |
|   | **DAMPPROOF COURSE** |  |   |   |   |
|   |   |  |   |   |   |
| L | 3Ply Malthoid damp proof course 200mm wide, laid under blockwork | m | 86 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **ROOF** |  |   |   |   |
|   |   |  |   |   |   |
|   | **IBR PROFILE SHEET ROOFING** |  |   |   |   |
|   |   |  |   |   |   |
|   | 0.55mm (28 Gauge) Traffic Green IBR prefinished steel roofing sheets  |  |   |   |   |
|   |   |  |   |   |   |
| A | Generally in single lenghths with no horizontal joints | m2 | 275 |   |   |
|   |   |  |   |   |   |
|   | Flashings |  |   |   |   |
|   |   |  |   |   |   |
| B | Ridge flashings, 600mm girth, once bent, dressed to ribs of roofing and fixed to timber | m | 26 |   |   |
|   |   |  |   |   |   |
| C | Serrated eaves closure pieces on ridges | m | 52 |   |   |
|   |   |  |   |   |   |
|   | CARPENTRY |  |   |   |   |
|   |   |  |   |   |   |
|   | Framed treated, pressure impregnated sawn soft timber roof trusses fabricated on ground level and hoisted approximately 5000 mm above ground level  |  |   |   |   |
|   |   |  |   |   |   |
| D | 50 x 100 mm Tie/ Struts | no | 38 |   |   |
|   |   |  |   |   |   |
| E | 50 x 150 mm Tie/ Beams | no | 95 |   |   |
|   |   |  |   |   |   |
| F | 50 x 75 mm Purlins | no | 50 |   |   |
|   |   |  |   |   |   |
|   | Nulite fascia board |  |   |   |   |
|   |   |  |   |   |   |
| G | Fascia board | m | 70 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **WINDOWS AND DOORS** |  |   |   |   |
|   |   |  |   |   |   |
|   | **CONCRETE WORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | In-situ Concrete (Class 25/mm2/20mm) bedded, jointed and pointed in cement mortar (1:3)  |  |   |   |   |
|   |   |  |   |   |   |
| A | 50 x 250 x 800 mm Long still finished fair on all exposed surfaces and reinforced with and including 2 kg of mild steel rod reinforcement and built into blockwork | no | 26 |   |   |
|   |   |  |   |   |   |
|   | **PRESSED METAL WINDOWS** |  |   |   |   |
|   |   |  |   |   |   |
|   | Purpose made 1.2 mm thick pressed metal window to Architect's approval; primed before delivery as drawing number ARCH-MESIP-CLS-WIN-04-0 |  |   |   |   |
|   |   |  |   |   |   |
| B | Window type W1; overall size 600 x 1500mm high complete with expanded wire mesh (measured separately) | no | 12 |   |   |
|   |   |  |   |   |   |
|   | **PRESSED METAL AND FRAMES** |  |   |   |   |
|   |   |  |   |   |   |
|   | Purpose made door frames 1.2 mm Thick pressed metal door frame to Architect's approval |  |   |   |   |
|   |   |  |   |   |   |
| C | Door frame ref. D1, size 1000 x 2400 mm High to suit 200mm concrete block | no | 2 |   |   |
|   |   |  |   |   |   |
| D | Door frame ref. D2, size 900 x 2400 mm High, complete with burglar fanlight; ditto | no | 2 |   |   |
|   |   |  |   |   |   |
|   | Purpose made door; 1.2 thick mild steel frame; filled with 6 mm flat bars at 250 centres both ways; 400mm x 1.0 mm thick metal plate at the bottom complete expanded wire mesh (measured separately) to Architect's approval |  |   |   |   |
|   |   |  |   |   |   |
| E | Door ref. D1; size 900 x 2400mm high | no | 2 |   |   |
|   |   |  |   |   |   |
|   | **DOORS** |  |   |   |   |
|   |   |  |   |   |   |
|   | Framed, ledged, braced, lined and battened doors in glulam; 40 x 100mm stiles, top, centre, bottom rail and bracing, grooved and morticed,tononed and glued together, clad one side with 20 x 100 mm toungued "V" jointed boarding |  |   |   |   |
|   |   |  |   |   |   |
| A | 45 mm Thick; 860 x 2050 High | no | 2 |   |   |
|   |   |  |   |   |   |
|   | **EXPANDED WIRE MESH** |  |   |   |   |
|   |   |  |   |   |   |
| B | Vitex Vitagrid Expanded 25-3R welded to metal frame | m2 | 28 |   |   |
|   |   |  |   |   |   |
|   | **PAINTING AND DECORATING** |  |   |   |   |
|   |   |  |   |   |   |
|   | Prepare, apply one undercoat and two finishing coats of full gloss enamel |  |   |   |   |
|   |   |  |   |   |   |
| C | metal door frames; 200 to 300 mm girth | m | 25 |   |   |
|   |   |  |   |   |   |
| D | metal windows; over 300 mm girth | m2 | 47 |   |   |
|   |   |  |   |   |   |
| E | metal doors; ditto | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | Prepare, knot, stop, seal and apply two coats of clear vanish |  |   |   |   |
|   |   |  |   |   |   |
| F | timber doors; over 300mm girth | m2 | 8 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **IRON MONGERY** |  |   |   |   |
|   |   |  |   |   |   |
|   | Unless otherwise, stated fixing is to timber |  |   |   |   |
|   |   |  |   |   |   |
|   | **DOORS** |  |   |   |   |
|   |   |  |   |   |   |
| A | Euro Profile Mortice Upright Lock set fixed to timber | no | 2 |   |   |
|   |   |  |   |   |   |
| B | Zinc door stop satin chrome | no | 2 |   |   |
|   |   |  |   |   |   |
| C | Hook and eye fixed to metal and blockwork on one end  | no | 2 |   |   |
|   |   |  |   |   |   |
| D | Heavy duty pad lock | no | 2 |   |   |
|   |   |  |   |   |   |
| E | 100 mm "L" shaped hooks inserted into blockwork | no | 132 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **WALL FINISHES (PROVISIONAL)** |  |   |   |   |
|   |   |  |   |   |   |
|   | **INTERNAL** |  |   |   |   |
|   |   |  |   |   |   |
|   | **Plaster Work** |  |   |   |   |
|   |   |  |   |   |   |
|   | 15 mm Rendering (1:4) cement and sand, finished with a final coat of lime putty, steel trowelled |  |   |   |   |
|   |   |  |   |   |   |
| A | Block walls  | m2 | 243 |   |   |
|   |   |  |   |   |   |
|   | **Painting and Decorating** |  |   |   |   |
|   |   |  |   |   |   |
|   | *Refer to schedule as provided by Architect* |  |   |   |   |
|   |   |  |   |   |   |
|   | Prepare and apply one water thinned fresh plaster primer and two coats of acylic sheen dark grey or approved equal paint |  |   |   |   |
|   |   |  |   |   |   |
| B | Rendered walls (Below window cills) | m2 | 97 |   |   |
|   |   |  |   |   |   |
|   | Prepare and apply one water thinned fresh plaster primer and two coats of acylic sheen coconut cream or approved equal paint |  |   |   |   |
|   |   |  |   |   |   |
| C | Rendered walls (Above window cills) | m2 | 146 |   |   |
|   |   |  |   |   |   |
|   | **EXTERNAL** |  |   |   |   |
|   |   |  |   |   |   |
|   | **Plaster Work** |  |   |   |   |
|   |   |  |   |   |   |
|   | 15mm Rendering (1:4) cement and sand, finished with a steel trowel |  |   |   |   |
|   |   |  |   |   |   |
| D | Block walls | m2 | 48 |   |   |
|   |   |  |   |   |   |
| E | Point in cement and sand mortar (1:4) Flush Joints of brick work | m2 | 178 |   |   |
|   |   |  |   |   |   |
|   | **Painting and Decorating** |  |   |   |   |
|   |   |  |   |   |   |
|   | *Refer to schedule as provided by the Architect* |  |   |   |   |
|   |   |  |   |   |   |
|   | Prepare and apply two coats of dark grey brick sealer  |  |   |   |   |
|   |   |  |   |   |   |
| F | Fairfaced brick walls | m2 | 178 |   |   |
|   |   |  |   |   |   |
|   | Prepare ans apply one coat fresh plaster primer and two coats weathershield long groove |  |   |   |   |
|   |   |  |   |   |   |
| A | Rendered walls | m2 | 34 |   |   |
|   |   |  |   |   |   |
| B | Allow a provisional sum of K200,000.00 ( Two hundred thousand kwacha) for intrisic decoration | item | 1 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **FLOOR FINISHES** |  |   |   |   |
|   |   |  |   |   |   |
|   | **SCREED** |  |   |   |   |
|   |   |  |   |   |   |
|   | 20mm cement, sand (1:4) screed finished with steel trowel |  |   |   |   |
|   |   |  |   |   |   |
| A | Over 30mm wide | m2 | 172 |   |   |
|   |   |  |   |   |   |
| B | 100mm high skirting fixed fkush with plastered wall surfaces. | m | 95 |   |   |
|   |   |  |   |   |   |
|   | Wash down and clean |  |   |   |   |
|   |   |  |   |   |   |
| C | Screeded floor | m2 | 172 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **FITTINGS** |  |   |   |   |
|   |   |  |   |   |   |
|   | *The following in 2 no. storerooms* |  |   |   |   |
|   |   |  |   |   |   |
|   | Reinforced vibrated concrete grade 25N/mm2/20mm aggregate |  |   |   |   |
|   |   |  |   |   |   |
| A | 100mm plinth | m2 | 4 |   |   |
|   |   |  |   |   |   |
| B  | 50mm thick suspended slab shelving complete with hard drawn mild steel fabric reinforcement reference A98 weighing 1.54kg/m2 embedded in concrete slab to BS 4483 (measured net; no allowance made for laps) built into 200mm blockwork | m2 | 12 |   |   |
|   |   |  |   |   |   |
| C | Cement and sand (1:3) screed, 19mm thick finished with a steel trowel to concrete bricks | m2 | 12 |   |   |
|   |   |  |   |   |   |
| D | Ditto; sides of slab not exceeding 300mm girth | m | 3 |   |   |
|   |   |  |   |   |   |
|   | Sawn form work |  |   |   |   |
|   |   |  |   |   |   |
| E | Soffit of suspended slab; over 300mm wide | m2 | 12 |   |   |
|   |   |  |   |   |   |
| F | Sides of plinth 75-150 mm high | m | 8 |   |   |
|   |   |  |   |   |   |
|   | **CHALKBOARD**  |  |   |   |   |
|   |   |  |   |   |   |
|   | *The following in 4 n0. chalkboards*  |  |   |   |   |
|   |   |  |   |   |   |
|   | Reinforced concrete grade 25N/mm2/20mm aggregate  |  |   |   |   |
|   |   |  |   |   |   |
| G | 50x240mm chalkboard cill curved to form a dust collection and chalk holder | m | 15 |   |   |
|   |   |  |   |   |   |
|   | 15mm Rendering (1:4) cement and sand, trimmed with V-joint all round to form a chalkboard  |  |   |   |   |
|   |   |  |   |   |   |
| H | Brick/ concrete walls; over 300mm wide | m2 | 22 |   |   |
|   |   |  |   |   |   |
|   | Prepare and apply one water thinned fresh plaster primer and two coats of blackboard paint or approved equal paint on |  |   |   |   |
|   |   |  |   |   |   |
| I | Rendered walls | m2 | 22 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |   |  |   |   |   |
|   | **PAVED AREAS, STEPS AND RAMP** |  |   |   |   |
|   |   |  |   |   |   |
|   | **PAVING** |  |   |   |   |
|   |   |  |   |   |   |
|   | Excavation |  |   |   |   |
|   |   |  |   |   |   |
| A | Excavate oversite to reduced level not exceeding 1000mm deep commencing at stripped level | m3 | 20 |   |   |
|   |   |  |   |   |   |
|   | Disposal  |  |   |   |   |
|   |   |  |   |   |   |
| B | Load and transport surplus excavated material to a tip to be provided by the contractor | m3 | 20 |   |   |
|   |   |  |   |   |   |
|   | Filling |  |   |   |   |
|   |   |  |   |   |   |
| C | 100mm bed of hardcore well watered, rammed and consolidated in making up levels under slabs | m2 | 50 |   |   |
|   |   |  |   |   |   |
| D | 50mm bed of sand well levelled | m2 | 50 |   |   |
|   |   |  |   |   |   |
| F | Hard drawn mild steel fabric reinforcement reference A98 weighing 1.54kg/m2 embedded in concrete slab to BS 4483 (measured net; no allowance made for laps) | m2 | 50 |   |   |
|   |   |  |   |   |   |
| G | 50mm thick slabs, general size 600 x 600 mm laid to pattern on screeded floors, include for mortar packing | m2 | 50 |   |   |
|   |   |  |   |   |   |
|   | **STEPS/ RAMP** |  |   |   |   |
|   |   |  |   |   |   |
|   | Excavations |  |   |   |   |
|   |   |  |   |   |   |
| A | Excavate from natural/ reduced ground level for trenches, 0 to 1000mm deep | m3 | 7 |   |   |
|   |   |  |   |   |   |
| B | Load and transport surplus excavated material to a tip to be provided by the contractor | m3 | 10 |   |   |
|   |   |  |   |   |   |
|   | Filling |  |   |   |   |
|   |   |  |   |   |   |
| C | Selected excavated material to make up levels | m2 | 8 |   |   |
|   |   |  |   |   |   |
| D | Selected excavated material filling, deposited, spread and compacted in 150mm layers around foundations | m3 | 17 |   |   |
|   |   |  |   |   |   |
| E | 50mm Bed of sand, well levelled | m2 | 9 |   |   |
|   |   |  |   |   |   |
| F | 100mm bed of hard-core well watered, rammed and consolidated in making up levels under slabs | m2 | 9 |   |   |
|   |   |  |   |   |   |
| G | Compact and surfaces of fill to falls | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | Ant treatment |  |   |   |   |
|   |   |  |   |   |   |
| H | Ant repellent solution applied over the area of the building icluding top of foundation walls | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | Sundries |  |   |   |   |
|   |   |  |   |   |   |
| I | 0.127mm Polythene damp proof membrane laid under slab on hard-core (measured net; no allowance made for laps) | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | **CONCRETE WORK** |  |   |   |   |
|   |   |  |   |   |   |
|   | Plain in-situ concrete (Class 21/20mm) in |  |   |   |   |
|   |   |  |   |   |   |
| A | Footings | m3 | 2 |   |   |
|   |   |  |   |   |   |
|   | Reinforced vibrated in-situ concrete (25N/mm2/20mm) |  |   |   |   |
|   |   |  |   |   |   |
| B | Steps | m3 | 2 |   |   |
|   |   |  |   |   |   |
| C | 100mm thick slab; laid in bays of 4500 x 4500 mm with and including construction joints between bays and trowelled smooth in one operation (reinforcement measured separately) | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | Sawn formwork |  |   |   |   |
|   |   |  |   |   |   |
| D | Edge of risers; 75 - 150 mm high | m | 12 |   |   |
|   |   |  |   |   |   |
| E | Edge of slab; 100mm wide | m | 5 |   |   |
|   |   |  |   |   |   |
|   | **Blockwork** |  |   |   |   |
|   |   |  |   |   |   |
|   | Load bearing precast concrete blocks; filled solid with concrete grade ( Grade 15N/20mm) and jointed in cement mortar (1:4) |  |   |   |   |
|   |   |  |   |   |   |
| F | 400 mm thick in stretcher bond, reinforced with one layer of brick force every third course | m2 | 18 |   |   |
|   |   |  |   |   |   |
|   | Cement and sand (1:4) screed, finished with a steel trowel. |  |   |   |   |
|   |   |  |   |   |   |
| G | 25mm thick to concrete slab | m2 | 9 |   |   |
|   |   |  |   |   |   |
|   | **Plasterwork** |  |   |   |   |
|   |   |  |   |   |   |
|   | 15mm Rendering (1:4) cement and sand, steel trowellled |  |   |   |   |
|   |   |  |   |   |   |
| H | Brick walls | m2 | 12 |   |   |
|   |   |  |   |   |   |
|   | **SUBTOTAL** |   |   |   |  |
|   |  |  |   |   |  |
|   | **FURNITURE** |  |   |   |  |
|   |  |  |   |   |  |
| A | Double Pupils desk | no. | 60 |   |  |
|   |   |  |   |   |  |
| B | Teachers' table | no. | 2 |   |  |
|   |   |  |   |   |  |
| C | Teachers' chair | no. | 2 |   |  |
|   |  |  |   |   |  |
|   | **SUBTOTAL** |  |
|   |  |   |   |   |  |
|   | **PPDA LEVY (1%)** |  |
|   | **NCIC LEVY (1%)** |  |
|   | **V.A.T (16.5%)** |  |
|   |   |  |   |   |   |
|   | **GRAND TOTAL** |  |

1. **APPROVED PROGRAMME**

The contractor shall submit his programme of work, within the time stated in the Special Conditions of Contract, to the DPW for approval. The Contractor shall ensure that he has at his disposal adequate staff with the necessary expertise to develop and maintain the network programme for the duration of the contract and to provide the information required by the DPW as specified hereafter.

The program shall be in a bar chart (Gantt chart) or any other time-activity format acceptable to the Engineer and shall clearly show:

1. The proposed rate of progress in order to complete the works within the required period as tendered, showing the various activities, their duration and proposed resources (major plant and labour) for each element of the works. Sufficient details shall be provided to enable the DPW to be able to assess construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.
2. The sequence of activities and any dependencies (time or resource related) between them; the critical path activities; the amount of slack time for non-critical activities;
3. Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
4. The anticipated value of work to be done during each month and any
5. Other information specifically required by the DPW.

**(B) DUST CONTROL**

The Contractor shall take appropriate measures to protect the Works and adjacent private and public property from dust contamination and nuisance.”

 **(C) REPORTING OF ACCIDENTS**

“The Contractor shall report every accident which occurs on the project, within the extent of the Works, to the DPW within twenty-four (24) hours of such accident, irrespective of whether such accident has a bearing on the damage to the works or to persons, property or things. The report must be in writing and must contain full particulars of the accident. Photographs of each accident shall also be included in the report. The DPW has the right to conduct any or all enquiries, on either the Site or elsewhere, as to the causes and consequences of any such accident. The Contractor shall also keep a comprehensive record of all accidents which occur on the project and shall make such records available to the DPW on demand.”

**(D) MAXIMISING THE USE OF LABOUR**

The Neno District Council is desirous of making a contribution towards reducing the level of unemployment in the project area. To this end, the following items of work have been identified as suitable for maximising the use of manual labour.

(a) Bush clearing and the removal of roots from the surface and loading of such roots for transport to disposal areas.

(b) Excavation and backfilling for foundation.

The Employer is also desirous of making a contribution towards equal opportunities for women, not only in respect of labour, but also throughout the human resource base of the Contract. No gender restrictions shall apply throughout the workforce. In respect of the latter and as far as is practicable, the Contractor is required to employ at least **40%** of his unskilled labour force from the feminine gender. In addition, only Malawian citizens shall be employed in the Contractor's unskilled labour force. **(Refer to the ITB 3.1 of the Bid Data Sheet)**

**(E) ENVIRONMENTAL IMPACT CONTROL**

In addition to aspects of design which are intended to avoid or reduce environmental impact, and also in addition to normal good construction practice expected to the Contractor, the requirements of the Environmental Guidelines and project specific Environmental Management Plans produced by the National Construction Industry Council (NCIC) shall be strictly followed. Any non-compliance with these requirements which could have been avoided in the opinion of the DPW may be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the pay item Part D 1A of Contracators Environmental Obligation.

**(F) HIV/ AIDS PREVENTION PROGRAMME**

The contractor shall from the commencement of the contract through his SHE-Officer implement a generic HIV/AIDS awareness training programme for all permanent and temporary workers of the main contractor and all subcontractors. The type of training; the number of trainees and the cost of all training shall be as agreed by the Employer and the Engineer.

The training material for the structured training programme shall, as far as possible, be accredited by the Government of Malawi Authority and be delivered by suitably qualified and accredited trainers. The training programme shall be subject to the approval of the Employer and the DPW, and the Contractor shall if so instructed by the DPW, alter or amend the programme and course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the training programme, including the following:

* Stationery and all other necessary materials.

No separate payment will be made for the training venue and everything necessary for the delivery of the training as the venue will be provided by the School committee.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the training to be provided. All selected workers shall be remunerated in respect of all time spent undergoing skills training. The SHE-Officer must make sure that the specified workers attend the HIV/AIDS Prevention training courses.

The Contractor shall keep comprehensive records of the training given to each worker and whenever required shall provide copies of such records to the DPW. At the successful completion of a course, each candidate shall be issued at the Contractor’s own cost with a certificate.

The Contractor shall ensure that all attendees sign an attendance register, and shall provide the DPW with a copy of the attendance register the day after each course. The SHE-Officer shall prepare a quarterly report on the programme.

**(G) WORKER CLOTHING AND SAFETY JACKETS**

All construction workers shall wear high visibility clothing when on the construction site. Work suits/Overalls shall be either Blue or Red or yellow in colour with retro-reflective strips. Raincoats shall be bright orange or red-orange. All workers should put on Gum Boots of White or Black in Colour.

**(H) CUTTING OF TREES**

Individual trees designated in writing by the DPW shall be left standing and uninjured. A penalty of between **MK20, 000** and **MK 30,000**, depending on its size and age, shall be imposed for every tree which is unnecessarily removed or damaged. The branches of trees to be left standing shall be trimmed so as to leave a **10 m** clearance above the Building.

1. **TREATMENT OF ANTHILLS**

Where anthill material is encountered within the School Block area, the contractor shall excavate to a depth of 0.6m below existing ground level over an area as directed by the DPW. The excavated area shall be treated with an approved pesticide and backfilled with suitable material and compacted to specifications.

PART F: ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS

Bidders should integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Council may prescribe additional issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The Environmental, Social Health and Safety activities will be implemented throughout the construction phase and the client will be closely monitoring with the aim of continuously improving processes and activities and for reporting on the compliance with the ESHS Policy

For the purpose of the ESHSS policy and/or code of conduct, the term “child” / “children” means any person(s) under the age of 18 years *As a minimum, the policy is set out to the commitments to:*

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
10. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Employer. This is to signal the intent that it will be applied rigorously.*

Minimum Content of ESHS requirements

*In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider:*

* *project reports e.g. ESIA/ESMP*
* *consent/permit conditions*
* *required standards including World Bank Group EHS Guidelines*
* *relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
* *relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
* *relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
* *grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA*
* *GBV/SEA prevention and management*

*The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working.*

**Minimum Requirements for the BIDDER’S Code of Conduct**

*[A minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in :*

* *project reports e.g. ESIA/ESMP*
* *any particular GBV/SEA requirements*
* *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
* *required standards including World Bank Group EHS Guidelines*
* *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
* *relevant standards e.g. Workers’ Accommodation: Process and Standards (IFC and EBRD)*
* *relevant sector standards e.g. workers accommodation*
* *grievance redress mechanisms.*

*The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behaviour and crime, and* maintaining *a safe environment etc.]*

*[Amend the following instructions to the Bidder taking into account the above considerations.]*

A satisfactory code of conduct will contain obligations on all Contractor’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer’s and Project Manager’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behaviour, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading behaviour, exploitative behaviour or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behaviour towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favours, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

* received a copy of the code;
* had the code explained to them;
* acknowledged that adherence to this Code of Conduct is a condition of employment; and
* understand that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

*A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor’s personnel* (*including sub-contractors and day workers*)*, Employer’s and Project Manager’s personnel, and affected persons.*

**Payment for ESHS Requirements**

# The Employer’s ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, the payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities.

**PART G: Environmental and Social Impact Management**

**ENVIRONMENTAL MANAGEMENT TEAM (EMT)**

The Council will be represented on site by a Buildings Supervisor (BS) and his inspection team will include an Environmental District Officer (EDO) who shall determine members of the site supervision team as the Environmental Management Team (EMT) that will report on the activities to the Council through the BS.

The EMT will be responsible for monitoring the performance of the Contractor during the construction phase with regard to Environmental issues and to assess the effectiveness of the impact mitigation measures in protecting the environment on behalf of the District Council and the local communities. The role of the EMT will be “pro-active” with regard to impacts seeking to predict and prevent negative impact and pollution.

The Contractor will provide one full time Contractor’s Health Safety and Environmental Liaison Officer (HSE Officer) to be responsible for the implementation of all environmental mitigation measures. The HSE Officer will also undertake liaison with local community leaders and ensure that the Contractor’s compliance with the requirements of the Malawi Environmental Affairs Department, the District Value’s Office, and other relevant authorities in connection with environmental and social considerations.

The Contractor shall prepare a Project Environmental Management Plan (PEMP) outlined in Clause 8300 and based on the headings, risks and responsibilities given in the EMP Table.

This Plan shall be particular to the works required under this Contract. The draft PEMP will be discussed, reviewed, where necessary amended and finally agreed in the EMT. The PEMP will form the principal document upon which all Environmental Monitoring will be based throughout the project.

**A 2. IMPACT MITIGATION MEASURES**

**A 2.1. LANDSCAPE PRESERVATION**

1. **General**

The Contractor shall exercise care to conserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the works. Except where clearing is required for permanent works, all trees, native shrubbery and vegetation shall be preserved and shall be protected from damage by the contractor’s construction operation and equipment. Except as otherwise provided special reseeding or replanting will not be required under these specifications; however on completion of the work all work areas not seeded shall be scarified and left in a condition which will facilitate natural re-vegetation provided for proper drainage and prevent erosion. All unnecessary destruction, scarring, damage or defacing reseeded or the landscape resulting from the Contractor’s operations shall be repaired, replanted reseeded or otherwise corrected as directed by the BS and at the Contractor’s expense.

1. **Construction Facilities**

The Contractor’s workshops office and yard area shall be located and arranged in a manner to preserve trees and vegetation to the maximum practicable extent. On completion of the project all temporary buildings including concrete footings and slabs, and all construction materials and debris shall be removed from the site. The area shall be regarded, as required, so that all surfaces drain naturally, blend with natural terrain, and are left in a condition that will facilitate natural re-vegetation, provide for proper drainage and prevent erosion.

**A 2.2. PRESERVATION OF TREES AND SHRUBBERY**

1. **Preservation**

All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be protected from any damage that may be caused by the construction operations and equipment. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting excavating, dumping, chemical damage or other operations; and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the BS. The removal of trees or shrubs will only be permitted after prior approval by the BS.

1. **Repair or Treatment of Damage**

The Contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term “injury” shall include without limitation, bruising, scarring, tearing and breaking of roots, trunk or branches. All injured trees and shrubs shall be repaired or treated without delay, at the Contractor’s expense. If damage occurs, the BS will determine method of repair or treatment to be used for injured trees and shrubs as recommended by an experienced horticulturist or a licensed tree surgeon provided by and at the expense of the Contractor.

1. **Replacement**

Trees or Shrubs that in the opinion of the **BS** are beyond savings shall be removed and replaced early in the next planning season. The replacement shall be the same species or other approved species and of the maximum size that is practicable to plant and sustain growth in the particular environment. Replacement trees and shrubs shall be stayed, watered and maintained for a period of 1 year from the date of replacement.

**A 2.3. PREVENTION OF WATER POLLUTION**

1. General

The Contractor’s construction activities shall be performed by methods that will prevent entrance or accidental spillage, of solid matter, contaminants, debris, and other pollutants and wastes into streams, flowing or dry watercourses, lakes, and underground water sources, concrete, sanitary waste, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts and thermal pollution.

Dewatering work for structure foundations or earthworks operations adjacent to or encroaching on streams or watercourses shall be conducted in a manner to prevent muddy water and eroded materials from entering the streams or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials or other construction materials shall not be stockpiled or deposited near or on stream banks, lake shorelines or other watercourse perimeters where they can be washed away by high water or storm runoff or can in any way encroach upon watercourse itself.

Turbidity increases in a stream or other water bodies that are caused by construction activities shall be strictly controlled. When necessary to perform required construction work in a stream channel, the turbidity may be increased, as approved by the BS, for the shortest practicable period required to complete such work. This required construction work may include such work as diversion of a stream, construction or removal of cofferdams, specified earthworks in or adjacent to a stream channel, pile driving, and construction of turbidity control structures.

Wastewater from aggregate processing, concrete batching, or other construction operations shall not enter streams, watercourses, or other surface waters without the use of such turbidity control methods as settling ponds, gravel-filter entrapment dikes, approved flocculating processes that are not harmful to fish, re-circulation systems for washing of aggregates or other approved methods. Any such wastewaters, discharged into surface of these specifications, settleable material is defined as that material possible. For the purpose of these specifications settleable material is defined as material which will settle from the water by gravity during a 1- hour quiescent detention period.

1. Compliance with law and regulations

The Contractor shall comply with applicable laws and regulations and water quality standards concerning the control and abatement of water pollution.

**A 2.4. ABATEMENT OF AIR POLLUTION**

The Contractor shall comply with applicable laws and regulations concerning the prevention and control of air pollution. Notwithstanding the above in conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control prevent and otherwise minimize atmospheric emissions or discharges of air contaminants.

The emission of dust into the atmosphere shall be strictly controlled during the manufacture, handling and storage of concrete blocks and aggregates, and the Contractor shall use such methods and equipment as are necessary for the collection and disposal or prevention of dust during these operations.

The Contractor’s methods of storing and handling cement and lime shall also include means of eliminating atmospheric discharges of dust. Equipment and vehicles that show excessive emissions of exhaust gases due to poor engine adjustments or other inefficient operating conditions, shall not be operated until corrective repairs or adjustments are made.

Burning of materials resulting from clearing of trees and bush, combustible construction materials, and rubbish will be permitted only when atmospheric conditions for burning are considered favourable and when authorized by the **BS**.

**A 2.5. DUST ABATEMENT**

During the performance of the work required by this specifications or any other appurtenant thereto, whether on right-of-way provided by the Employer or elsewhere, the Contractor shall furnish all the labour, equipment, materials, and means required, and shall carry out proper and efficient measures wherever and as often as necessary to reduce the dust nuisance and to prevent dust which has originated from his operations from damaging crops, orchards, cultivated fields and dwellings or causing nuisance to learners in the other classes.

**A 2.6. NOISE ABATEMENT**

The Contractor shall comply with applicable National laws, orders and regulations concerning the prevention, control and abatement of excessive noise.

Blasting, the use of jackhammers, pile driving, rock crushing or other operations producing high-intensity impact noise may be not be performed during the night or weekdays.

**A 2.7. PESTCIDES**

Pesticides include herbicides, insecticides, fungicides, rodenticides, and pesticides, surface disinfectants animal repellant and insect repellant. Should the Contractor find it necessary to use pesticides in work areas of this contract, he shall submit his plan for such use to the **BS** for written approval.

The Contractor shall read and comply with all labelling requirements when using pesticides.

**A2.8. CLEAN-UP AND DISPOSAL OF WASTE MATERIALS**

**Clean – Up**

The Contractor shall, at all times keep the construction area, including storage areas used free from accumulation of waste material or rubbish.

All waste water and sewerage from office, residential and mobile camps shall be piped to soak pits or other disposal areas constructed in accordance with local government regulations, and where and when regulations require it the Contractor shall obtain a permit or other appropriate documentation approving the disposal methods used.

All used fuels, oils, other plant or vehicle fluids, and old tyres and tubes shall be collected to a central disposal area on a daily basis and disposed of in a manner approved by the BS.

Servicing of plant equipment and vehicles shall whenever possible be carried out at a workshop area. This workshop area shall be equipped with secure storage areas for fuels oils and other fluids and constructed in such a way as to contain any spillage, which may occur, and similar storage where fluids can be stored securely prior to their disposal.

When servicing of equipment and vehicles is carried out away from the workshop area it shall be done at locations and in such a manner as to avoid spillage and contamination of streams and other drainage courses. Any spillage shall be cleaned up by either burning in place or collecting the contaminated soils and burning them at the central disposal area, all to the satisfaction of the BS.

Prior to the completion of the work, the Contractor shall remove from the vicinity of the work all facilities, buildings, rubbish, unused materials, concrete forms and other like material, belonging to him or used under his directions during construction.

All work areas shall be graded and left in a neat manner conforming to the natural appearance of the landscape.

**Disposal of Waste Material**

1. General

Waste materials including, but not restricted to refuse, garbage, sanitary wastes industrial wastes and oil and other petroleum products, shall be disposed of by the Contractor. Waste materials removed from the construction area shall be dumped at an approved dump

1. Disposal of Material by Burying

Only materials approved by the BS may be buried. Burial shall be in pits and the location, size and depth of which shall be approved by the BS. The pits shall be covered by at least 0.6 metre of earth material prior to abandonment.

1. Disposal of Material by Burning

All materials to be burned shall be piled in designated burning areas in such a manner as will cause the least fire hazards. Burning shall be through and complete and all charred pieces remaining after burning, except for scattered small pieces, shall be removed from the construction area and disposed of as otherwise provided in this Clause.

1. Disposal of Material by Removal

Material to be disposed of by removal from the construction area shall be removed from the area prior to the completion of the work under these specifications. All materials removed shall become the property of the Contractor.

Materials to be disposed of by dumping shall be hauled to an approved dump. It shall be the responsibility of the Contractor to make any arrangements of such dumping. Any fees for charges required to be paid for dumping of materials shall be paid by the Contractor.

**A 3. PROJECT ENVIRONMENTAL MANAGEMENT PLAN (PEMP)**

The Contractor will be deemed to have prepared his tender upon sound environmental practice and the guidelines contained in this section together with the entire contents of the Guidelines to Environmental Impact Assessment issued by the Ministry of Forestry, Fisheries and Environmental Affairs in December 1997 and the heading applicable to this contract in the Environmental Management Plan that follows this Section.

The PEMP will be read in conjunction with and shall be deemed to include all descriptions of environmental protection and mitigation described elsewhere in the Specification, Design Standards and Conditions of Contract. The PEMP will supplement but not supersede normal Regulatory Controls from Health and Safety Inspectorates and shall be made available to all parties.

The following is a summary of the guidelines to be incorporated into the PEMP

1. **Specific proposals**
* Drainage and Proper installation of drainage structures

Soil erosion

* Controlling and management of excavation activities
* Landscaping and re-vegetating the project site

Pollution (air, noise, water)

* Sensitisation of workforce
* Maintenance of vehicles and equipment
* Proper disposal of construction debris, proper handling, storage and disposal of oil and oil wastes, and disposal of wastewater / sewage at Contractor’s /workmen’s camps
* Impact on living activities of Teachers and pupils

Materials sources

* Planned, controlled and restricted access to all materials sites
* Proper management of excavation activities
* Landscaping terracing where necessary, and grassing and re-vegetation of materials sites
* Compensation of individuals/ communities as required for use of material
* Controlled blasting of hard stone material

Water Sources

* Consultation with communities during identification of sources
* Management of water usage

Demobilisation/ Decommissioning

* Proper removal and disposal of construction buildings and structures required for the contractors’/workmen’s camp, and construction wastes including oil, solid wastes, and debris after construction works are complete, and restoration to original condition where applicable.

Public Health and Occupational Safety

* Provision of water supply for the workforce, and proper facilities for the disposal of solid and sanitary waste
* Provision of protective gear to workforce
* Provision of a first aid kit on site

Site of cultural, historical and traditional value

* All findings to be reported to the BS, Ministry responsible for antiquities and Department of Environmental Affairs.
1. **Planning and prevention**
* Frequency of Environmental site meetings to be chaired by the Environmental District Officer and attended by relevant parties
* Adoption of time scale and planning for all relevant measures
* Procedure for correction of bad practice

**A 4. ENVIRONMENTAL TRAINING**

The EDO will be responsible for organising the environmental training of all the Engineer’s and Contractor’s staff. It is suggested that this training is coupled with the safety training that the Contractor should include in his own site management plan. The Contractor shall ensure that the BS is informed of all staff that will work on the site and their general responsibilities and shall make sure that they are available to attend suitable briefing sessions arranged by the EDO on the environmental mitigation measures that are to be in place on the site.

The School Management Committee shall provide the EDO with a suitable room for the briefing and such administrative support and facilities as shall be ordered by the EDO.

**A 5. MEDICAL AND HIV/AIDS PREVENTATION PROGRAMMES**

To assist in the general health and wellbeing of both all the site staff and the residents in the community local to the works, the Council will organize and coordinate appropriate awareness training as well as health screening (other than accident prevention and medical aid facilities provided by the Contractor).

The Contractor shall ensure that the BS is informed when any new staff commence work on the site such that health and HIV awareness and counselling can be provided either in group sessions or on an individual basis. The Contractor shall ensure that staff are available for briefing by the District Council staff and shall make available suitable rooms, administrative support and provide any facilities or supplies against an order from the District Council. The Contractor shall ensure that condoms provided as part of the HIV/STD control program are readily available to all staff.

The Council will also arrange for the health screening of site workers in local medical facilities and the Contractor shall cooperate fully in these program by making staff available. The Contractor shall ensure that the **BS** and local medical officials are informed promptly of any workers suffering from the symptoms of infectious disease so appropriate help and treatment can be arranged promptly.

**A 6 Responsible Authorities**

The Contractor is advised that the following authorities have an interest in the environmental and social protective measures associated with this Classroom construction, Waste Yard and rehabilitation of Irrigation Scheme project.

|  |
| --- |
| **District Council*** Environmental Affairs Department
* Public Health Department
* Health and Safety Office
* Environmental District Officer
* Procurement & Disposal Unit
* Directorate of Public Works
 |

**A 7 Site Clearance**

No trees are to be cut or removed unless required to be cleared or removed for construction works. Where there are branches overhanging the construction site the Contractor shall agree with the BS/EDO the cutting back necessary to provide for clear construction access. The Branch cutting shall then be carried carefully using saws to leave a clean cut face with no damages or snags.

**A8. ENVIRONMENTAL MANAGEMENT PLAN TABLE**

| **Environmental Social Impact** | **Proposed Mitigation and Aspect for Monitoring**  | **Responsibility for intervention and monitoring during design, construction and defects liability period**  | **Responsibility for mitigation monitoring and/or maintenance after defects liability period** | **Monitoring means** **(c) = Construction****(o) = operation**  | **Recommended frequency of monitoring**  |
| --- | --- | --- | --- | --- | --- |
| **ENVIRONMENTAL MANAGEMENT**  |
| Soil erosion  | * Control earthworks
* Install drainage structures properly
* Landscape and re-vegetate project site
* Management of excavation activities
 | DISTRICT COUNCIL/ Building Supervisor and Contractor.District Works Offices DISTRICT COUNCIL | Building Supervisor and Contractor | (c ) inspection  | (c) on completion of Building milestones. (c ) once a month |
| Air pollution  | * Control speed of construction vehicles
* Sensitise workforce
* Maintenance of plant and equipment
 | DISTRICT COUNCIL/ Building Supervisor and Contractor. | Traffic police Building SupervisorHealth and Environment committees.  | (c ) inspection/ observation  | (c) Daily /random |
| Noise pollution  | * Sensitize workforce
* Supervise construction Works
* Sensitise drivers of construction vehicles
 | Building Supervisor and Contractor | Health and environment Committees  | (c ) inspection/ observation (o) observation  | 1. Daily /random

(o) random  |
| Water pollution  | * Incorporate erosion control measures
* Proper disposal of construction debris
* Proper handling, storage and disposal of oil and oil wastes
* Proper disposal of wastewater /sewerage at Contractor’s workmen’s camps
 | DISTRICT COUNCILBuilding Supervisor and Contractor  | Contractor & Health and environment Committees | (c ) inspection  | (c ) daily  |
| Sand sources  | * Take sand from beds of large rivers only
* Extraction to be done during low flow
 | Building Supervisor and Contractor | n/a | (c ) inspection | (c) during mining  |
| Water sources  | * Consult with communities during identification of sources
* Management of water usage
 | DISTRICT COUNCIL | n/a | (c ) meetings, inspection , check plans and schedule |  ( c) during rains during abstraction at source and at random  |
| Vegetation / flora / forests  | * Control clearing
* Prohibit clearing using herbicides
* Replant areas where vegetation is unnecessarily removed
 | Building Supervisor and Contractor School Project Committee, Health and Environment Committees | Contractor  | ( c) inspection  | (c ) daily  |
| Workmanship | * provide water & manage water use
* provide proper sanitation facilities on site
* Provide proper solid waste disposal facilities
* Discourage use of firewood/charcoal by providing alternatives
 | Building Supervisor and Contractor | Contractor  |  (c ) inspection  | (c ) daily  |
| Construction waste | * Proper disposal of construction wastes including oil, solid wastes and debris
 | Building Supervisor and Contractor  | Contractor | (c ) inspection  | (c ) monthly  |
| Demobilisation  | * Clean up site
* Remove all debris
* Remove to original condition
 | Building Supervisor and Contractor | Contractor | (c ) inspection and certificate of completion  | (c ) on completion of School Block construction works  |
| **SOCIAL MITIGATION**  |
| Settlement  | * Conduct STD/AIDS awareness campaign
* Plan for local security
 | Building Supervisor and ContractorSchool Project Committee | District Physical Planning Department | (c ) meetings, barazas(o) reports(c ) inspection records(c ) meetings, deployment of local police |  (c ) once during construction (c ) continuous(o ) continuous |
| Employment  | Recruit local people, of which at least **40**% should be women  | Contractor  | n/a | (o) certificate of employment  | (o ) Monthly  |
| Public Health and Occupational safety | * Reduce/minimize pollution as above
* Provide water supply at site
* P roper disposal of solid and sanitary waste at site
* Design and locate pit latrines prudently
* Have communal ablution facilities
* Conduct STD/AIDS awareness campaign and distribute condoms
* Provide potable water for workforce
* Provision of protective gear to workforce
* First Aid Kit on site
* Appoint Health Safety and Environment officer on site
* Contractor should have workmen’s compensation cover
* Monitor impact on public health (incidence of malaria, respiratory diseases, STDs HIV/AIDS)
 | Building Supervisor and Contractor DISTRICT COUNCIL/Ministry of health  | ContractorDISTRICT COUNCIL/ Ministry of Health  | (c ) Inspection (o) Independent study  | (c ) daily (o ) once in 6 months  |
| Sites of cultural historical and traditional value | * Report all findings to BS, Ministry responsible for antiquities and DEA
* Avoid all graves
 | Building Supervisor and Contractor  | n/a | (c ) Inspection and report  | (c ) As need arises |

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| Section 7: General Conditions of Contract |

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| 1. Definitions
 |
| The following words and expressions shall have the meanings hereby assigned to them:The “Activity Schedule” means the priced Activity Schedule forming part of the Bid for a Lump Sum Contract. An “Admeasurement Contract” means a contract based on a priced Bill of Quantities or schedule of unit price rates in which payment to the Contractor is subject to measurement of physical quantities of items by the Employer.The “Adjudicator” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 13 and 14 hereunder.“Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Bid for an Admeasurement contract.“Compensation Events” are those defined in Clause 27 hereunder.The “Completion Date” is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 35.1.The “Contract” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. The “Contract Price” is the price stated in the Notice of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.“Contractor” means the Supplier appointed under the Contract for the performance of the Works.“Days” are calendar days; “months” are calendar months.“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.A “Defect” is any part of the Works not completed in accordance with the Contract.The “Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.The “Defects Liability Period” is the period named in the Special Conditions of Contract and calculated from the Completion Date.“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.“Employer” means the Procuring Entity who employs the Contractor to carry out the Works.“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.The “Initial Contract Price” is the Contract Price listed in the Employer’s Notice of Acceptance.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 Special Conditions of Contract. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.The “Procuring Entity” is the party who employs the Contractor to carry out the Works.The “Project Manager” is the person named in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.The “Site” is the area defined as such in the Special Conditions of Contract.“Site Investigation Reports” are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.“Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.The “Start Date” is given in the Special Conditions of Contract. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any Site Possession Dates.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.The “Supplier” is a person or corporate body whose Bid to carry out the Works has been accepted by the Procuring Entity.The “Contractor’s Bid” is the completed bidding document submitted by the Contractor to the Procuring Entity.“A “Variation” is an instruction given by the Project Manager which varies the Works.The “Works” are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Special Conditions of Contract. |
| 1. Language and Law
 |
| * 1. The language of the Contract is English and the governing law is that of Republic of Malawi.
 |
| 1. Project Manager’s Decisions
 |
| Except where otherwise specifically stated and subject to any restrictions in the Special Conditions of Contract, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 1. Communications
 |
| * 1. Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
 |
| 1. Subcontracting
 |
| * 1. The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.
 |
| 1. Other Suppliers
 |
| * 1. The Contractor shall cooperate and share the Site with other suppliers, contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Suppliers, as referred to in the Special Conditions of Contract. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Suppliers, and shall notify the Contractor of any such modification.
 |
| 1. Personnel
 |
| * 1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Special Conditions of Contract, to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will 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.
	2. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the work in the Contract.
 |
| 1. Contractor’s Risks
 |
| * 1. From the Starting Date until the Defects Correction 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) are the Contractor’s risks.
 |
| 1. Insurance
 |
| * 1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Special Conditions of Contract for the following events which are due to the Contractor’s risks:

loss of or damage to the Works, Plant, and Materials;loss of or damage to Equipment;loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; andpersonal injury or death and Third Party liability. |
| * 1. Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for approval before the Start Date. All such insurance shall provide for compensation to be payable as required to rectify the loss or damage incurred. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
 |
| * 1. Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
 |
| 1. Contractor to Construct the Works
 |
| * 1. The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
 |
| 1. The Works to Be Completed by the Intended Completion Date
 |
| * 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.
 |
| 1. Safety
 |
| * 1. The Contractor shall be responsible for the safety of all activities on the Site.
 |
| 1. Disputes
 |
| * 1. If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of the notification of the Project Manager’s decision.
 |
| 1. Procedure for Disputes
 |
| * 1. The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.
	2. The Adjudicator shall be paid by the hour at the rate specified in the Special Conditions of Contract, together with reimbursable expenses of the types specified in the Special Conditions of Contract, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator’s decision will be final and binding.
	3. The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Special Conditions of Contract.
	4. Should an Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within thirty (30) days, the Adjudicator shall be designated by the Appointing Authority designated in the Special Conditions of Contract at the request of either party, within fourteen (14) days of receipt of such request.
 |
| 1. Program
 |
| * 1. Within the time stated in the Special Conditions of Contract, 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.
 |
| * 1. The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the Special Conditions of Contract.
	2. 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.
 |
| 1. Extension of the Intended Completion Date
 |
| * 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.
 |
| 1. Delays Ordered by the Project Manager
 |
| * 1. The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
 |
| 1. Early Warning
 |
| * 1. The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	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.
 |
| 1. Correction of Defects
 |
| * 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 Special Conditions of Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	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.
 |
| 1. Uncorrected Defects
 |
| * 1. If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will be liable for this amount. The amount will be deducted from current and future payment certificates, or paid by the Contractor if insufficient funds are due under the contract.
 |
| 1. Bill of Quantities or Activity Schedule
 |
| * 1. This Contract is:

An Admeasurement Contract with a Bill of Quantities, subject to Option 1; orA Lump Sum Contract with an Activity Schedule, subject to Option 2,as indicated in the Special Conditions of Contract. **Option 1: Bill of Quantities for Admeasurement Contract*** 1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
	2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
 |
| **Option 2: Activity Schedule for Lump Sum Contract*** 1. The Contractor shall provide updated Activity Schedules within fourteen (14) days of being instructed to by the Project Manager. The activities on the Activity Schedule shall be co-ordinated with the activities on the Program.
	2. The Contractor shall show delivery of Materials to the Site separately on the Activity Schedule if payment for Materials on Site shall be made separately.
 |
| 1. Change in the Bill of Quantities or Activity Schedule
 |
| **Option 1: Changes in the Bill of Quantities for Admeasurement Contracts*** 1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five (25) percent, provided the change exceeds one (1) percent of the Initial Contract Price, the Project Manager shall adjust the rate or price to allow for the change.
	2. The Project Manager shall not adjust rates or prices from changes in quantities if thereby the Initial Contract Price is exceeded by more than five (5) percent, except with the prior approval of the Employer.
	3. If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

**Option 2: Changes in the Activity Schedule for Lump Sum Contracts*** 1. The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor’s own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
 |
| 1. Variations
 |
| All Variations shall be included in updated Programs (or in the case of Lump Sum Contracts in updated Programs and Activity Schedules) produced by the Contractor. |
| 1. Payment for Variations
 |
| * 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.
	2. For Admeasurement Contracts only, if the work in the Variation corresponds with an item description in the Bill of Quantities, 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.
 |
| * 1. 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.
 |
| * 1. 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.
	2. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
 |
| 1. Payment Certificates
 |
| * 1. The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed and materials on site less the cumulative amount certified previously.
	2. The Project Manager shall check the Contractor’s executed work and materials on site and certify the amount to be paid to the Contractor.
	3. The value of work executed and materials on site shall be determined by the Project Manager.
 |
| 1. Payments
 |
| * 1. Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within thirty (30) days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing and add normal absolute net adjustment of price differences.
 |
| * 1. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
 |
| 1. Compensation Events
 |
| * 1. The following shall be Compensation Events:

The Employer does not give access to a part of the Site by the Site Possession Date stated in the Special Conditions of Contract.The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.Other suppliers, contractors, public authorities, utilities, or the Employer cause delay or extra cost to the Contractor.The advance payment is delayed.* + 1. The Project Manager unreasonably delays issuing a Certificate of Completion.
 |
| * 1. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, 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.
	2. The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor not having given early warning.
 |
| 1. Currencies
 |
| * 1. Payments shall only be made in Malawi Kwacha.
 |
| 1. Retention
 |
| * 1. The Employer shall retain from each payment due to the Contractor the proportion stated in the Special Conditions of Contract until Completion of the whole of the Works.
	2. On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
	3. With the approval of the Employer, the Contractor may substitute retention money with an “on demand” Bank guarantee.
 |
| 1. Liquidated Damages
 |
| * 1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Special Conditions of Contract for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
 |
| 1. Advance Payment
 |
| * 1. The Employer shall make advance payment of the amount stated in the Special Conditions of Contract against provision by the Contractor of an Unconditional Bank Guarantee, in a form and by a bank acceptable, to the Employer.
	2. The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilisation 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.
	3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, to be recovered within one half of the completion period.
 |
| 1. Securities
 |
| * 1. The Performance Security shall be provided to the Employer no later than twenty-one (21) days after receipt of the Notice of Acceptance and shall be issued in the form of a Guarantee in the format specified in the contract and in an amount specified in the Special Conditions of Contract and by a bank acceptable to the Employer. The Performance Security shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.
 |
| 1. Dayworks
 |
| * 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.
	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 (2) days of the work being done.
	3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
 |
| 1. Cost of Repairs
 |
| * 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.
 |
| 1. Completion
 |
| * 1. The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.
 |
| 1. Taking Over
 |
| * 1. The Employer shall take over the Site and the Works within seven (7) days of the Project Manager’s issuing a Certificate of Completion.
 |
| 1. Final Account
 |
| * 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 thirty (30) days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within thirty (30) 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.
 |
| 1. Termination
 |
| * 1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2. Fundamental breaches of Contract shall include, but are not limited to, the following:
 |
| the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Program and the stoppage has not been authorised by the Project Manager; |
| the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation; a payment certified by the Project Manager is not paid by the Employer to the Contractor within ninety (90) days of the date of the Project Manager’s certificate; |
| * + 1. 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;
		2. 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 Special Conditions of Contract; and
		3. if the Contractor, in the judgement of the Employer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
 |
| For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution."fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;“collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; and“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.  |
| * 1. 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 38.2 above, the Project Manager shall decide whether the breach is fundamental or not.
	2. Notwithstanding the above, the Employer may terminate the Contract for convenience.
	3. 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.
 |
| 1. Payment upon Termination
 |
| * 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 Special Conditions of Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
	2. If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
 |
| 1. Property
 |
| * 1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.
 |
| 1. Force Majeure
 |
| For purposes of this Clause, “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 the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.* 1. If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The Contractor shall not be liable for forfeiture of its performance security or retention monies held, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. |
| 1. Release from Performance
 |
| * 1. If the Contract is frustrated by an event of Force Majeure or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
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Section 8. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

| **GCC Clause Reference** | **Special Conditions** |
| --- | --- |
| **GCC 1.1** | The name and procurement reference number of the Contract is:The Project Manager is: **Director of Public Works** The Works consist of: **Rehabilitation of Irrigation Scheme and Construction of Classroom Block and Waste Yard** The Site is located at: **Neno District**  and is defined in Drawings Nos.: **N/A**The Start Date shall be: **15th December, 2021**The Intended Completion Date for the Works shall be: **27th March, 2022**The Defects Liability Period shall be: **6 months** |
| **GCC 3.1** | The Employer’s specific approval is required for: individual Variations (GCC Clauses 23 and 24) or Compensation Events (GCC Clause 27) or Measurements (GCC Clause 22) which would result in an increase to the Initial Contract Price of more than **5 (five) percent**; **But through the DIRECTOR OF PUBLIC WORKS with Internal Procurement Committee’s (IPC) Approval**any new Variations or Compensation Events or Measurements which together with previously approved Variations and Compensation Events and Measurements, would result in an increase to the Initial Contract Price of more than **15 (fifteen) percent Through THE DISTRICT COMMISSIONER.** |
| **GCC 6.1** | The Schedule of Other Suppliers **Shall not be**part of the Contract |
| **GCC 7.1** | The Schedule of Key Personnel **Shall be** part of the Contract |
| **GCC 9.1** | The minimum insurance cover and deductibles shall be:1. The minimum cover for insurance of the Works, Plant and Materials is: **MWK 0.5 Million (≤15 million contract amount); MWK 1.0 million( ≥ 15 million contract amount);**per occurrence with the number of occurrences unlimited.

(b) The maximum deductible for insurance of the Works, Plant and Materials is: **N/A**(c) The minimum cover for insurance of Equipment is: **MWK0.5 Million (≤15 million contract amount); MWK 1 million (≥ 15 million contract amount);** per occurrence with the number of occurrences unlimited. (d) The maximum deductible for insurance of Equipment is: **N/A**(e) The minimum cover for insurance of property is: **MWK0.5 Million (≤15 million contract amount); MWK 1 million (≥ 15 million contract amount);** per occurrence with the number of occurrences unlimited. (f) The maximum deductible for insurance of property is: **N/A**(g) The minimum cover for personal injury or death insurance is: **MWK2 million** with no deductible |
| **GCC 14.2** | The hourly rate to be paid to the Adjudicator is: **Shall be advised by NCIC**Fees and types of reimbursable expenses to be paid to the Adjudicator are: **To be agreed at the appointed time** |
| **GCC 14.3** | The institution whose arbitration procedures shall be used is: **NCIC**Arbitration shall take place at: **Lilongwe Malawi**  |
| **GCC 14.4** | The Appointing Authority for a replacement Adjudicator is: **NCIC**  |
| **GCC 15.1** | The Contractor shall submit a revised Program for the Works within **14 calendar** days of delivery of the Notice of Acceptance. |
| **GCC 15.2** | The period between Program updates is **28 calendar** days. |
| **GCC 19.1** | The Defects Liability Period is: **6 months for works**  |
| **GCC 21.1** | This Contract is **ad measurement** Contract.  |
| **GCC 26.1** | The rate of interest for late payments is **0.05%**. |
| **GCC 27.1** |  The Site Possession Date shall be: **15th December, 2021** |
| **GCC 29.1** | The proportion of payments retained is **10%**. |
| **GCC 30.1** | The rate per day for liquidated damages is **0.05%** percent of the final Contract Price per day.The maximum amount of liquidated damages for the whole of the Works is **5%** of the final Contract Price. |
| **GCC 31.1** | The Advance Payment will be equivalent to **20%** percent of the Contract Price. It will be paid to the Contractor no later than **3 weeks after submission of an invoice and a commitment letter to carry out the works.**  |
| **GCC 31.3** | The Advance Payment will be repaid by deducting as follows:

|  |  |
| --- | --- |
| **Percentage Completed** | **Payment** |
| 20% | 10% |
| 50% | 40% |
| 100% | 80% |

 |
| **GCC 32.1** | The Performance Security shall be for **N/A** percent of the Contract Price: |
| **GCC 39.1** | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: **20%** |

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| Section 9. Contract Forms |

# Agreement

**Procurement Reference No:**

THIS AGREEMENT made the … day of, ………….. ,20.., between …………….…………… of ………………………… (hereinafter called “the Employer”), of the one part, and …………. of ………………………… (hereinafter called “the Contractor”), of the other part:

WHEREAS the Employer is desirous that the Contractor execute …………………….. (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the sum of ………… …………………………. (hereinafter called the Contract Price)*.*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

(a) the General Conditions of Contract;

(b) the Special Conditions of Contract;

(c) the Schedule of Requirements;

(d) the Bid Submission Form and the priced Activity Schedule or priced Bill of Quantities submitted by the Contractor;

(e) the Employer’s Notification to the Contractor of award of contract; and

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the law specified in the Special Conditions of Contract on the day, month and year indicated above.

Signed by: (for the Employer)

Name: Position:

Witnessed by:

Name: Address:

Signed by: (for the Contractor)

Name: Position:

Witnessed by:

Name: Address:

Note for Bidders: The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution.

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| Performance Bank Guarantee |

## Performance Bank Guarantee (Unconditional)

Date: **[insert date]**

Procurement Reference No.: **[insert procurement reference number]**

To: **[name and address of Employer]**

WHEREAS **[name and address of Contractor]** (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. **[number]** dated **[date]** to execute **[name of Contract and brief description of Works]** (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE WE hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of **[amount of Guarantee] [amount in words]**, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of **[amount of Guarantee]**as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.s

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty-eight (28) days from the date of issue of the Certificate of Completion.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Signature and seal of the Guarantor:

Name of Financial Institution:

Address:

Date:

Note for Bidders: The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution.

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| Advance Payment Security |

## Bank Guarantee for Advance Payment

To: **[name and address of Employer]**

 **[name of Contract]**

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, **[name and address of Contractor]** (hereinafter called “the Contractor”) shall deposit with **[name of Employer]** a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of **[amount of Guarantee] [amount in words]**.

We, the **[Bank or Financial Institution]**, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to **[name of Employer]** on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding **[amount of Guarantee] [amount in words]**.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between **[name of Employer]** and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until **[name of Employer]** receives full repayment of the same amount from the Contractor.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date: