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Bidding Documents: Procedures (Part 1) and Draft Contract (Part 3)
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PWMP-10
7F-08374



برنامج إدارة
مياه الشرب
في الصعيد مصر

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Standard Bidding Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements including Technical Specifications, Drawings and BoQ). The name, identification, and number of contracts of this bidding are **provided in the BDS**. The Employer invites Tenders for the final design, supply and installation of the Facilities and the provision of all works and services outlined in the Employer's Requirements (Section VI) in accordance with the procedures, conditions and contract terms prescribed in these Tender Documents. The detailed scope is given in Employer's Requirements (Section VI).
- 1.2 Throughout this Bidding Document:
- (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
 - (d) all time indications are in Eastern European Time EET
- 2. Source of Funds**
- 2.1 The Beneficiary **indicated in the BDS** received financing (hereinafter called "funds") from the financing institution named in the BDS toward the cost of the project **named in the BDS**. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 NA
- 3. Fraud and Corruption, and Core Labour Standards**
- 3.1 It is required that bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of such contracts.¹ Hence, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads,

¹ *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.*

² *"Another party" refers to a public official acting in relation to the procurement process or contract execution.*

or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;

- (iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) In further pursuance of this policy, Bidders shall permit the Financing Institution to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Financing Institution.

3.2 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h).

3.3 Bidders must ensure a fair and transparent competition and at least observe those ILO Core Labour Standards that have been ratified in the Arab Republic of Egypt. This must be documented by the completion of the declaration of undertaking (which is annexed to this document, see "Bidders Declaration") by the Bidder. The declaration of undertaking must be signed in a legally binding manner by duly authorized representatives of the Bidder. Failure to submit this declaration and non-compliance with the requirements will lead to exclusion from the prequalification process.

³ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ "Party" refers to a participant in the procurement process or contract execution.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture unless otherwise **stated in the BDS**. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms unless otherwise **stated in the BDS**.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the contract.
- 4.4 NA
- 4.5 Government-owned enterprises in the project location's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

- 4.8 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the project site's country prohibits commercial relations with that country, provided that the Financing Institution is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the project location's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8 and with all clarifications provided in accordance with ITB 7.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Suitability and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries

PART 2 Employer's Requirements

- Section VI - Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII - General Conditions (GC)
- Section VIII - Particular Conditions (PC)
- Section IX - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information

or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for requests for clarifications **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. The written clarifications are part of the Bidding Document and prevail in matters of interpretation over the other bidding documents.
- 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 The text of the questions raised during the pre-bid meeting, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. The written clarifications form integral part of the Bidding Document and prevail in matters of interpretation over the other bidding documents.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

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

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid;
 - (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
 - (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and
 - (i) Any other document **required in the BDS**.
- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV (Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI (Employer's Requirements including Technical Specifications, Drawings and BoQ). The method for their evaluation will be stipulated in Section III (Suitability and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Financial Proposal shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in the Bill of Quantities that was distributed as part of the bidding documents. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Financial Proposal shall be the total price of the Bid, excluding any discounts offered.

14.4 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Financial Proposal, in accordance with ITB 12.1.

14.5 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.3, provided the bids for all contracts are submitted and opened at the same time.

14.6 Unless otherwise **provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.7 Unless otherwise **provided in the BDS** all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid shall be as **specified in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to

substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section III (Suitability and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 19. Bid Security**
- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security **as specified in the BDS**. In the case of a bid security, the amount shall be **as specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms **as specified in the BDS**:
- (a) an unconditional guarantee, issued by a bank or surety;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **indicated in the BDS**.

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the project location's Country, it shall have a correspondent financial institution located in the project location's Country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV

(Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 18.2 or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 40; or
 - (ii) furnish a performance security in accordance with ITB 41.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.
- 19.9 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

the Beneficiary may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of

the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid duly marking the original Bid as "ORIGINAL", and the copies "COPY." These bids be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

- 21.2 The envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;

(c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

- 22.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and

- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, except that withdrawal notices do not require

Modification of Bids

copies. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21, except that withdrawal notices do not require copies, and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the bids in public at the address, date and time **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as **specified in the BDS**.

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

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the presence of a bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the names and signatures of all persons attending the bid opening, the name of the Bidder and whether there is a withdrawal, substitution, or modification; the date and time of submission of the bids, the total price of the bids and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 25.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation or omission.

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Suitability and Qualification Criteria).

31. Correction of Arithmetical Errors

31.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d) if only the total price is provided and the unit price is missing, the unit price will be defined by the Employer based on the total price and the quantity; if the unit prices and the total price are missing for an item, the complete cost of this item is deemed being included in the unit and total prices of other items;

31.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS**.

33. Margin of Preference

- 33.1 A margin of preference shall not apply, **unless otherwise specified in the BDS.**
- 33.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:
- (a) be registered within the project location's country;
 - (b) have majority ownership by nationals of the project location's country;
 - (c) not subcontract more than 10 percent of the Contract Price, including provisional sums, to foreign contractors.
- 33.3 The following procedure shall be used to apply the margin of preference:
- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 33.2; and
 - (ii) Group B: all other bids.
 - (b) For the purpose of further evaluation and comparison of bids only, a margin of preference of the evaluated Bid prices determined in accordance with ITB Sub-Clause 33.2 shall be added to all bids classified in Group B.

34. Evaluation of Bids

- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, including Provisional Sums and excluding the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) adjustment for nonconformities in accordance with ITB 30.3;
 - (f) application of all the evaluation factors indicated in Section III (Suitability and Qualification Criteria);
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract

combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Suitability and Qualification Criteria).

- 34.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 35. Comparison of Bids** 35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the best evaluated bid.
- 36. Qualification of the Bidder** 36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated and substantially responsive bid meets the suitability criteria specified in Section III (Suitability and Qualification Criteria).
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next best evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the overall most economic bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Notification of Award** 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40. Signing of Contract** 40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41. Performance Security

41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section IX (Contract Forms), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the project location's Country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

41.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

42. Adjudicator

42.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

| | |
|---------|---|
| ITB 1.1 | The Employer is: <i>Aswan Water and Sanitation Company (AWSC)</i> |
| ITB 1.1 | The name of the bidding process is: <i>National Competitive Bidding</i> The identification number of the bidding process is: PWMP-10 The number and identification of lots comprising this bidding process is: 1 (one) |
| ITB 2.1 | The Beneficiary is: <i>Aswan Water and Sanitation Company (AWSC)</i> |
| ITB 2.1 | The financing institution is: <i>Swiss Agency for Development and Cooperation (SDC)</i> |
| ITB 2.1 | The name of the Project is: <i>PWMP Supply, Civil and Installation Works for Supply Network Rehabilitation</i> |
| ITB 4.1 | Individuals or firms are not allowed to form joint-ventures or consortia. Subcontractors are allowed. Subcontracting in total shall not exceed 25 percent of the contract price. |
| ITB 4.7 | There has been no prequalification. Modus of the bid procedure is post-qualification. |

B. Bidding Documents

| | |
|---------|--|
| ITB 6.1 | The language of the bidding documents is English. Solely for the convenience of bidders, documents can be made available in an Arabic translation. In any case of discrepancy, the English version prevails. |
| ITB 7.1 | For clarification purposes only, the Employer's address is: Attention: Ashraf Sabry Address: Aswan-Ferial Pumping Station - next to Brooke Hospital – behind Egyptair office City: Aswan Country: Arab Republic of Egypt Telephone: +20972450256, +201005869080, +201114978006 Facsimile number: NA Electronic mail address: pwmp.egypt@gmail.com, clarification requests need to be copied to this email address Deadline for Requests for Clarification is: Tuesday, 12 September 2023, 12h00 |

| | |
|----------------|--|
| ITB 7.4 | <p>A Pre-Bid meeting shall take place, it will be at one of the following dates, starting at the time and place stated below:</p> <p>Time: Wednesday, 6 September 2023, 9h00</p> <p>Place: Aswan-Ferial Pumping Station - next to Brooke Hospital – behind Egyptair office</p> <p>The Pre-Bid meeting will include site visits. The participants need to organize their own transport. It is strongly recommended to attend the Pre-Bid meeting.</p> |
|----------------|--|

C. Preparation of Bids

| | |
|---------------------|---|
| ITB 10.1 | The language of the bid is: English and Arabic. The governing language is English. |
| ITB 11.1 (b) | <p>The following schedules shall be submitted with the bid:</p> <p>Priced Bill of Quantities (BoQ).</p> <p>The BoQ and all supporting documents containing the financial offer shall be included in the bid.</p> <p>If the bidder does not fill in the relevant percentages for price adjustments in the BoQ, the bid may be treated as not substantially responsive according to ITB 30.1.</p> |
| ITB 11.1 (i) | <p>The Bidder shall submit with its bid the following additional documents:</p> <p>all documents according to ITB 11, Section III (Suitability and Qualification Criteria), Section IV (Bidding Forms)</p> |
| ITB 13.1 | Alternative bids shall not be permitted. |
| ITB 13.2 | Alternative times for completion shall not be permitted. Hence, the Bidders must prepare a detailed time schedule for project implementation (Section III) in full accordance with the Intended Completion Date specified in the Employer's Requirements (Section VI) and the Contract (Section VII). |
| ITB 13.4 | <p>Bidders are required to submit a Bid fully compliant with the requirements specified in the Bidding Documents including the fully priced BoQ to cover all requirements.</p> <p>If a Bidder wishes to suggest and offer a deviation to the Bidding Document requirements, such deviation shall be listed separately in the List of Deviations (see Form K, Section IV). The Bidder shall also provide the additional price or saving associated with each such deviation in this List of Deviations. The Employer reserves the right to accept or reject any deviation. The deviations will not be considered in the evaluation of the bid price (award criterion 2, Section III), but in the evaluation of the quality and organisation of the bid (award criterion 1, Section III).</p> |

| | |
|---------------------|---|
| ITB 14.6 | The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract. |
| ITB 14.7 | The prices tendered by the Contractor shall not include any and all customs duties, sales taxes and VAT on the materials, imported or locally procured by the Contractor for this Contract in accordance with GCC 42ff. |
| ITB 15.1 | The prices shall be quoted by the bidder in: Egyptian Pounds (EGP) |
| ITB 18.1 | The bid validity period shall be: 120 days. |
| ITB 19.1 | The Bidder shall furnish a bid security in the amount of Egyptian Pounds EGP 800'000. Any security must be issued by a bank that is approved by Central Bank of Egypt and acceptable by the Employer (AWSC). |
| ITB 19.3 (d) | Only the following forms shall be accepted (a) an unconditional guarantee, issued by a bank <i>or surety</i> , (d) Banker's draft |
| ITB 20.1 | In addition to the original of the bid, the number of hardcopies is: two. The number of digital copies is: one. |
| ITB 20.2 | The written confirmation of authorization to sign on behalf of the Bidder shall indicate: The documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney. |

D. Submission and Opening of Bids

| | |
|---------------------|---|
| ITB 21.1 | Bidders shall <u>not</u> have the option of submitting their bids electronically. |
| ITB 21.1 (a) | Enclosed in the sealed envelope marked as "Original" shall be an additional digital copy of the entire bid. |

| | |
|-----------------|---|
| ITB 22.1 | <p>For bid submission purposes only, the contractor should submit: ONE ORIGINAL and TWO COPIES and DIGITAL COPY to Attention: Head of Contract and Procurement Department Address: Aswan Water and Sanitation Company Office in Gabal Tagog City: Aswan Country: Arab Republic of Egypt Telephone: +20972450256, +201005869080, +201114978006 Facsimile number: NA Electronic mail address: pwmp.egypt@gmail.com (consultant office)</p> <p>The deadline for bid submission is: Date: Tuesday, 26 September 2023 Time: 12h00</p> |
| ITB 25.1 | <p>The bid opening shall take place at: Address: Aswan Water and Sanitation Company Office in Gabal Tagog City: Aswan Country: Arab Republic of Egypt Telephone: +20972450256, +201005869080, +201114978006 Facsimile number: NA Electronic mail address: pwmp.egypt@gmail.com (consultant office)</p> <p>Date: Tuesday, 26 September 2023 Time: 12h15</p> |

E. Evaluation and Comparison of Bids

| | |
|-----------------|---|
| ITB 32.1 | Not applicable. |
| ITB 42.1 | <p>If required, the Employer and the Contractor shall jointly agree upon the name of the Adjudicator. If the parties are unable to agree the Appointing Authority shall be the Cairo Regional Center for International Commercial Arbitration.</p> <p>The hourly fees for this proposed Adjudicator shall be in accordance with the prevailing schedule of fees for Adjudicators from the Cairo Regional Center for International Commercial Arbitration.</p> |

Section III - Suitability and Qualification Criteria

Eligibility

Bids are checked for completeness, compliance with formal requirements (signatures, timely submission), responsiveness to the bidding documentation (e.g. regarding the technical specifications, guarantees, etc.) and exclusion criteria in accordance with ITB. Bidders shall be excluded, if their bids are incomplete on substantial points, have not been legally signed or have not been submitted in time. Missing information which is judged not to be substantial may be requested in writing.

In accordance with ITB 11 the bidders must submit all Bidding forms in Section IV.

The bidding is limited to single local contractors with appropriate capabilities and experience in civil works, pipe laying and construction and installation of valve chambers.

For the purposes of this application a contractor shall be considered local, if it is registered in Egypt, has a permanent office in Egypt and has actively carried out contracts in Egypt in the past two years.

The Bidder shall bring proof of compliance with laws on taxes, duties and contributions (add to Form B, Section IV).

Joint-ventures and consortia are not allowed (use Form A, Section IV). The Bidder has to bring proof of its registration (excerpt from commercial registry) in their bid (add to Form B, Section IV).

The bidder shall indicate the extent of sub-contracting through (use Form A, Section IV):

- amount of sub-contracting
- the companies and consultants they will sub-contract to
- the work that each company will be sub-contracted for.

The Bidder shall bring letter of intents for each of the sub-contractors stating that in case the Bidder will be awarded the contract, the sub-contractor will be available and willing to undertake the prescribed services (attach to Form B, Section IV).

Sub-contracting in total must not exceed 25 percent of the contract price.

The offer must be complete for the entire scope of the Project. Partial bids will be excluded. The scope under this Project must not be divided at any stage of Contract.

Suitability Criteria

The following suitability criteria are applied. The suitability criteria must be fulfilled, otherwise the bid will be treated as non-responsive according to ITB 29.4.

- a) Certification ISO 9001 or equivalent quality management system described on 1 page A4 (use Form C, Section IV)
- b) Lead company must be of class 3, 2 or 1 acc. to Egyptian law for the construction of stations and networks for water and wastewater projects and shall have minimum annual turnover of EGP 20'000'000 per year over the past 3 years (use Form D, Section IV)

| Activities | Classification | | | | | | |
|---|--|---------|---------|---------|---------|---------|---------|
| | Highest contract values in EGP million over last 5 years | | | | | | |
| | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
| Stations and networks for water and wastewater projects | 180 | 110 | 60 | 35 | 15 | 8 | -- |

- c) Technical Ability: Proven satisfactory experience from at least 3 comparable* projects implemented within the last 10 years (use Form E, Section IV)

*comparable means the project must have been implemented in Egypt and the project must comprise the rehabilitation of a drinking water network; at least one reference must include rehabilitation of house connections

Award Criteria

The Employer's evaluation of the Bids will be based on the following weighted criteria, in order of priority:

| | |
|---|-------------------|
| <p>1. Quality and Organization</p> <p>The bids will be evaluated considering the Bidder's understanding of assignment, completeness, conformity, clarity, quality and plausibility of the bid and proposed deviations based on:</p> <ul style="list-style-type: none"> • Time schedule showing all milestones, the detailed tasks and their duration in full accordance with the Intended Completion Date specified in the Employer's Requirements (Section VI). The time schedule must contain completion milestones such as for excavation, delivery of goods, civil construction, water cut & installation, testing, finishing, and handover inspection. (submit as Form L, formal requirement: DIN A3) • Organization of contractor and personnel resources including: <ul style="list-style-type: none"> ○ Organizational chart (submit as Form M, formal requirement: DIN A3) ○ Description of project organization (submit as Form N, formal requirement: max. 3 pages DIN A4) ○ Number of years in business (use Form A, Section IV) ○ Number of years of experience in Egypt (use Form A, Section IV) ○ Number of years of experience with international donors (use Form A, Section IV) ○ Number of Personnel (Managers, Engineers, Support Staff, Financial Staff, etc.) (use Form A, Section IV) • Financial capacity of the contractor, including <ul style="list-style-type: none"> ○ Financial Statements/Balance sheet of the last 3 years (use Form F, Section IV) ○ Commercial record (submit audited / confirmed financial statements as defined in Form F, Section IV) • Quality of equipment, materials and guarantees: <ul style="list-style-type: none"> ○ Information about equipment, materials and guarantees (use Form G, Section IV) • Quality, plausibility and technical adequacy of proposed deviations specified in the List of Deviations (use Form K, Section IV) | <p>40%</p> |
| <p>2. Price</p> <p>The Total Bid Price for Phases 1-5, excluding VAT, sales taxes and customs duties (acc. to BoQ, Section VI) and excluding deviations. The cost function used for the evaluation is given below.</p> | <p>30%</p> |

| | |
|--|-------------------|
| <p>3. Relevant Professional Experience</p> <ul style="list-style-type: none"> List of key-staff (use Form H, Section IV) including capacity and task assignment General qualification / specific experience and expertise related to the key-staff's tasks / experience in similar countries / environments based on the CV (use Form I, Section IV) and 3 reference projects over the past 5 years of comparable nature, size, relevance and complexity (use Form J, Section IV) | <p>30%</p> |
|--|-------------------|

All information must be in sufficient detail to demonstrate the adequacy of the Bidders' proposal and capacities to meet the work requirements and the completion time.

The offered price will be rated as follows:

A cost function of the following type will be used for the evaluation of the total investment costs as well as for the operation and maintenance costs:

$$score_i = \begin{cases} \text{if } price_i \geq price_{max} : & = 0 \\ \text{otherwise:} & = 5 - 5 * \left(\frac{price_i - price_{min}}{price_{max} - price_{min}} \right) \end{cases}$$

The parameters of the cost function are defined as follows:

- price_i corresponds to the cost of the offer i
- price_{min} corresponds to the minimal offered cost, which achieves the maximum score (5)
- price_{max} = CR*price_{min} corresponds to the cost at the upper limit of a cost range (CR) of 2 and achieves the minimum score (0). All costs that exceed price_{max} also achieve the minimum score

According to the above price function, values that lie in between price_{min} and price_{max} are linearly interpolated.

For the criteria other than the price, the evaluation is carried out qualitatively and relatively in a cross-comparison of the bids received based on the following scale. The weighted score results from the multiplication of the score with the weight.

| Scale | Compliance with criteria | Quality of information |
|-------|--------------------------|---|
| 0 | not assessable | no information |
| 1 | very low performance | insufficient, incomplete information |
| 2 | low performance | data not sufficiently related to the project |
| 3 | average performance | average quality, according to the requirements of the call for tender |
| 4 | good performance | quality very good |
| 5 | very good performance | quality excellent, very large contribution to the achievement of objectives |

Table 1: Scale for evaluation of award criteria

Section IV - Bidding Forms

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Letter of Bid

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

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

Date: _____
 Bidding No.: PWMP-10
 Invitation for Bid No.: PWMP-10

To:
Head of Contract and Procurement Department
 AWSC Aswan Company for Water and Sanitation
 Gabel Tagog
 Aswan
 Egypt

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
 _____;
- (c) The total price of our Bid, is in the "Financial Offer" and contains the priced BoQ that was included in the bidding documents;
- (d) The discounts offered and the methodology for their application are stated in the Financial Offer;
- (e) Our bid shall be valid for a period of _____ [insert validity period as specified in ITB 18.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;⁶
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;

⁶ Include if price adjustment provisions apply in the Contract in accordance with PCC Sub-Clause **13.8 Adjustments for Changes in Cost.**

- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Financing Institution, under the project location's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁷
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁸

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorized to sign
the Bid for and on behalf
of:

Date:

⁷ Use one of the two options as appropriate.
⁸ If none has been paid or is to be paid, indicate "none".

Form of Bid Security (Bank Guarantee)

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

Beneficiary: Aswan Water and Sanitation Company Office in Gabal Tagog [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Form of Bid Security (Bid Bond)

Not applicable

Form of Bid-Securing Declaration

Not applicable

Bidder's Declaration

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines.

We also underscore the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the project. We undertake to comply with the Core Labour Standards ratified by the Arab Republic of Egypt.

.....
Place, date Bidder

Power of Attorney

The Bidder must submit evidence of authorization for the person(s) signing on behalf of the Bidder according to ITB 20.2. For example, the company registration confirming legally authorized signatories; or the written/signed authorization by the owner to the person signing the bidding documents.

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

Bidder's Qualification

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

Form A**Bidder Information Sheet**

Date: _____

Bidding No.: PWMP-10

Invitation for Bid No.: PWMP-10

| | |
|---|-------------------------|
| 1. Bidder's Legal Name | |
| 2. In case of JV, legal name of each party: NOT APPLICABLE | |
| 3. Bidder's actual or intended Country of Registration: | |
| 4. Bidder's Year of Registration: | |
| 5. Bidder's Legal Address in Country of Registration: | |
| 6. Bidder's Authorized Representative Information | |
| Name: | |
| Address: | |
| Telephone/Fax numbers: | |
| Email Address: | |
| 7. Subcontractors (add additional lines for additional subcontractors): | |
| Subcontractor 1 | Name & Address: |
| | Share of the bid price: |
| | Work / tasks: |
| Subcontractor 2 | Name & Address: |
| | Share of the bid price: |
| | Work / tasks: |
| Total subcontractors' share of the bid price: | |

8. Further information:

Number of years in business:

Number of years of experience in Egypt:

Number of years of experience with international donors:

Total Number of Employees:

Total Number of Personnel as Full-Time Equivalent:

Number of Managers:

Number of Engineers:

Number of Technicians:

Number of Financial Staff:

Number of Support Staff:

9. Attached are copies of original documents of:

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of government owned entity from the *project location's country*, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.
- Certificate for paid taxes, duties and contributions
- Letter of intents for each of the subcontractors stating that in case the Bidder will be awarded the contract, the subcontractor will be available and willing to undertake the prescribed services.

Form B**Attachments to Form A**

Add excerpt from commercial registry and all other documents required in Form A

- *Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.*
- *In case of government owned entity from the project location's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.*
- *Certificate for paid taxes, duties and contributions*
- *Letter of intents for each of the subcontractors stating that in case the Bidder will be awarded the contract, the subcontractor will be available and willing to undertake the prescribed services.*

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

Form C

Quality Certification

Add Certificate ISO 9001 or a description of the quality management system described on 1 page A4

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

Form D**Proof of Classification**

Add proof of classification

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

Form E

Technical Ability

The following project references of the Bidder have to fulfil the minimum requirements as stated in Section III.

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

Reference No. 1

| | |
|--|----------------------------------|
| Project Title | ..... |
| Client | Name |
| | Address |
| | Contact Person |
| | (incl. phone # and e-mail) |
| Date / Period (from / to) | ..... |
| Current status | ..... |
| Name / Function of Lead Firm | ..... |
| Names / Functions of sub-contractors / other firms | ..... |
| Contract Value in EGP (exchange rate / date) | ..... |
| Share Lead Contractor/ Supplier | % of Contract Value |
| Share Sub-Contractors/ Sub-Suppliers | % of Contract Value |
| Project | Location |
| | Objectives |
| | Description |
| | |
| | |
| List of Tasks provided | ..... |
| | |

Reference No. 2

| | |
|--|--|
| Project Title | ..... |
| Client | Name |
| | Address |
| | Contact Person |
| | (incl. phone # and e-mail) |
| Date / Period (from / to) | ..... |
| Current status | ..... |
| Name / Function of Lead Firm | ..... |
| | |
| | Names / Functions of sub-contractors / other firms |
| | |
| Contract Value in EGP (exchange rate / date) | ..... |
| | |
| Share Lead Contractor/ Supplier | % of Contract Value |
| Share Sub-Contractors/ Sub-Suppliers | % of Contract Value |
| Project | Location |
| | |
| | Objectives |
| | |
| | Description |
| | |
| | |
| | |
| | List of Tasks provided |
| | |

Reference No. 3

| | |
|--|---------------------------|
| Project Title | ..... |
| Client | |
| Name | ..... |
| Address | ..... |
| Contact Person | ..... |
| (incl. phone # and e-mail) | ..... |
| Date / Period (from / to) | ..... |
| Current status | ..... |
| Name / Function of Lead Firm | ..... |
| Names / Functions of sub-contractors / other firms | ..... |
| Contract Value in EGP (exchange rate / date) | ..... |
| Share Lead Contractor/ Supplier | % of Contract Value |
| Share Sub-Contractors/ Sub-Suppliers | % of Contract Value |
| Project | |
| Location | ..... |
| Objectives | ..... |
| Description | ..... |
| List of Tasks provided | ..... |

Form F

Financial Capacity

Date: _____

Name of Bidder:

To: Aswan Water and Sanitation Company (AWSC) – Aswan – Gabal Tagog

| Financial Information | Historic information for previous three (3) years (EGP) | | | | |
|--|---|------|------|---------|---------------|
| | 2020 | 2021 | 2022 | Average | Average Ratio |
| Information from Balance Sheet | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) | | | | | |
| Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Information from Income Statement | | | | | |
| Total Revenue (TR) | | | | | |
| Profits Before Taxes (PBT) | | | | | |

- Attached are copies of audited / confirmed financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
 - (a) Must reflect the financial situation of the Tenderer and not sister companies
 - (b) Historic financial statements have to be audited by a certified accountant or confirmed by the State Tax Authority.
 - (c) Historic financial statements must be complete, including all notes to the financial statements
 - (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form G

Quality of Equipment, Guarantees, etc.

The Bidder may add or delete additional rows in the table below as needed.

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

List and Specifications of Materials, Equipment and Suppliers

| Equipment / Material | Manufacturer / Supplier Contact Person / Phone | Type / Size / Capacity | Material Quality / Corrosion Protection | Norms and Standards | Guarantees Offered |
|-----------------------------|---|-------------------------------|--|--------------------------------|-------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

available test results, certification, technical data sheets, norms, classifications, etc. **are attached separately**

Form H

Key-Staff and Task Assignment

CVs of key-staff are attached separately

List of Key-Staff and Task Assignment

| Function | Name / Education | Firm / Position in the firm | License (Registration in Egyptian Engineering Syndicate) | Years of Experience | Tasks / Responsibilities | Staff days home office | Staff days on site/ field |
|---|---------------------|--------------------------------------|--|------------------------|-----------------------------|------------------------------|--|
| Contractor's Representative (Civil Engineer): | | | | | | | |
| Site & installation manager 1 (Senior Resident Civil Engineer 1 with at least 10 years experience): | | | | | | | <i>(100% on- site presence required)</i> |
| Site & installation manager 2 (Senior Resident Civil Engineer 2 with at least 5 years experience): | | | | | | | <i>(100% on- site presence required)</i> |
| Senior Mechanical Engineer: (at least 10 years experience) | | | | | | | |
| Quality Control Engineer: (at least 10 years experience) | | | | | | | |
| HSE officer with OSHA certified | | | | | | | <i>(daily inspection on site)</i> |
| Designer (workshop / as- built drawings) | | | | | | | |
| Total staff days | | | | | | | |

Form I

Curriculum Vitae

All key-staff as defined in Form H must submit the CV in the format below.

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

Curriculum vitae

Proposed role in the project:

Category:

1. **Family name:**
2. **First names:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

| Institution [Date from – Date to] | Degree(s) or Diploma(s) obtained: |
|--------------------------------------|-----------------------------------|
| | |
| | |
| | |
| | |

7. **Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

| Language | Reading | Speaking | Writing |
|----------|---------|----------|---------|
| | | | |
| | | | |
| | | | |

8. **Membership of professional bodies:**

9. **Other skills:** (e.g. Computer literacy, etc.)

10. **Present position:**

11. **Years within the firm:**

12. **Key qualifications:** (Relevant to the assignment)

13. **Specific experience in the region:**

| Country | Date from – Date to |
|---------|---------------------|
| | |
| | |
| | |
| | |

Form J

Project References

Specify 3 reference projects over the past 5 years for the key-staff specified. It is allowed to specify references, for which the key-staff has been responsible during previous work engagements, i.e. under previous employers.

The following form shall be copied in order to account for all key-staff.

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

position in project

First name : Surname :
 Firm / company :
 Position in company :
 Experience within position : years

CV attached

| | |
|--|---|
| Project Title (1) | ..... |
| Client | Name Address Contact Person (incl. phone # and e-mail) |
| Date / Period (from / to) | ..... |
| Current status | ..... |
| Contract Value in CHF (exchange rate / date) | ..... |
| Project | Objectives Brief Description |
| Key-Staff | Function Tasks |

| | |
|--|----------------------------------|
| What were the analogies of the reference project to the present project? | |
|--|----------------------------------|

| | |
|--------------------------|-------|
| Project Title (2) | |
|--------------------------|-------|

| | |
|---|----------------------------------|
| Client Name Address Contact Person (incl. phone # and e-mail) | |
|---|----------------------------------|

| | |
|--|----------------|
| Date / Period (from / to) Current status | |
|--|----------------|

| | |
|--|----------------|
| Contract Value in CHF (exchange rate / date) | |
|--|----------------|

| | |
|--|---|
| Project Objectives Brief Description | |
|--|---|

| | |
|--|----------------------------------|
| Key-Staff Function Tasks | |
|--|----------------------------------|

| | |
|--|----------------------------------|
| What were the analogies of the reference project to the present project? | |
|--|----------------------------------|

| | |
|--------------------------|-------|
| Project Title (3) | |
|--------------------------|-------|

| | |
|---|----------------------------------|
| Client Name Address Contact Person (incl. phone # and e-mail) | |
|---|----------------------------------|

| | |
|----------------------------------|-------|
| Date / Period (from / to) | |
|----------------------------------|-------|

| | |
|---|--|
| Current status | ..... |
| Contract Value in CHF (exchange rate / date) | ..... ..... |
| Project Objectives Brief Description | ..... ..... ..... ..... ..... ..... |
| Key-Staff Function Tasks | ..... ..... ..... ..... ..... |
| What were the analogies of the reference project to the present project? | ..... ..... ..... ..... |

Form L**Time Schedule with Milestones**

The Contractor must prepare a detailed time schedule as part of the bid. The time schedule must contain completion milestones (such as for excavation, delivery of goods, civil construction, water cut & installation, testing, finishing, handover inspection / acceptance, guarantee period).

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

Form M**Organizational Chart**

The Contractor must prepare an organizational chart of the project with all relevant stakeholders and including the bidder's organization of his team off and on the construction sites.

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

Form N**Description of Organization**

The Contractor must prepare a detailed description of how the individual staff is contributing to the successful implementation of the project by e.g. ensuring all required documentation is on site, delivering adequate construction quality, fulfill health and safety requirements, how testing is organized, etc.

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services

Only bidders with a legally registered office in the Arab Republic of Egypt are eligible. Goods / equipment may be delivered from international manufacturers under the condition that installation and after-sales services are provided by an authorized service provider with a legally registered office in the Arab Republic of Egypt.

PART 2 – Employer’s Requirements

Section VI – Employer’s Requirements

see separate document: [Employer’s Requirements](#)

PART 3 – Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Financing Institution** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities (BoQ)** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 41 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Notification Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

- (p) The **Defects Notification Period** is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **PCC** means Particular Conditions of Contract
- (aa) The **Site** is the area **defined as such in the PCC**.
- (bb) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
 - (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
 - (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
 - (hh) The **Works** are what the Contract requires the Contractor to supply, provide, construct, install, and turn over to the Employer, **as defined in the PCC.**
- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
 - 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Contract Agreement,
 - (b) Letter of Acceptance,
 - (c) Minutes of Contract Negotiations,
 - (d) Contract Addenda issued by the Employer,
 - (e) Particular Conditions of Contract,
 - (f) General Conditions of Contract,
 - (g) Specifications,
 - (h) Drawings,
 - (i) Contractor's Bid, including all clarifications and under the condition that all Works are according to the Employer's Requirements,
 - (j) Priced Bill of Quantities, and
 - (k) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC.**

- | | | |
|--|------|---|
| 4. Project Manager's Decisions | 4.1 | Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 | Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 | Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 | The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 8. Other Contractors | 8.1 | The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors and shall notify the Contractor of any such modification. |
| 9. Personnel and Equipment | 9.1 | The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. |
| | 9.2 | If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. |
| 10. Employer's and Contractor's Risks | 10.1 | The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks. |
| 11. Employer's Risks | 11.1 | From the Start Date until the Defects Notification Certificate has been issued, the following are Employer's risks: <ul style="list-style-type: none">(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to<ul style="list-style-type: none">(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor. |

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Notification Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- a Defect which existed on the Completion Date,
 - an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Notification Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Notification Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has approved from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

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| 15. Contractor to Construct the Works | 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 16. The Works to Be Completed by the Intended Completion Date | 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17. Approval by the Project Manager | 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval. 17.2 The Contractor shall be responsible for design of Temporary Works. 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works. 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required. 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use. The as-built drawings should be submitted in PDF, AutoCad and GISmap. |
| 18. Safety | 18.1 The Contractor shall be responsible for the safety of all activities on the Site. |
| 19. Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit, and shall cause its Subcontractors and subconsultants to permit, the Financing Institution and/or persons appointed by the Financing Institution to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Financing Institution if requested by the Financing Institution. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Financing Institution's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination.
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, if a dispute cannot be settled amicably. If the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named, and in the place specified **in the PCC**.

B. Time Control

- 25. Program**
- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 26. Extension of the Intended Completion Date**
- 26.1 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.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27. Acceleration**
- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning**
- 30.1 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.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Notification Period, which begins at Completion, and is **defined in the PCC**. The Defects Notification Period shall be extended for as long as Defects remain to be corrected.
- 33.2 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.
- 34. Uncorrected Defects**
- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price**
- 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price**
- 36.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
 - (c) 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.
- 36.2 In the case of a lump sum contract, 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.
- 37. Variations**
- 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 38. Cash Flow Forecasts**
- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 39. Payment Certificates**
- 39.1 The Contractor shall submit to the Project Manager quarterly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's quarterly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 40. Payments**
- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall approve to pay the Contractor the amounts certified by the Project Manager within **the amount of days defined in the PCC** of the date of each certificate. If the Employer causes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by

how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

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

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

where:

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

A_c and B_c are coefficients⁹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

⁹ *The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price. [To be transferred to the User Guide]*

Imc is the index prevailing at the end of the month being invoiced and loc is the index prevailing at bid opening for inputs payable; both in the specific currency “c.”

- 44.2 If the value of the index changes after the invoice is submitted acc. to GCC Clause 39.1, no further adjustments will be made. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 45. Retention**
- 45.1 The Project Manager shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Notification Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.
- 46. Liquidated Damages**
- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.
- 47. Bonus**
- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment**
- 48.1 The Project Manager shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities**
- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank that is approved by Central Bank of Egypt and acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until one year from the date of issue of the Completion Certificate and not returned until all obligations have been completed under the defects' liability.
- 50. Dayworks**
- 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 51. Cost of Repairs**
- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 52. Completion**
- 52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 53. Taking Over**
- 53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 54. Final Account**
- 54.1 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 Notification Period. The Project Manager shall issue a Defects Notification Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

- 55. Operating and Maintenance Manuals**
- 55.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager’s approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 56. Termination**
- 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (f) the Contractor does not maintain a Security, which is required;
 - (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
 - (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.
- 56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

- 57.1 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, subconsultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].
- 57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.
- 57.3 For the purposes of this Sub-Clause:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹⁰;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation¹¹;
 - (iii) "collusive practice" is an arrangement between two or more parties¹² designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹³;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

¹⁰ "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹¹ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹² "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹³ "Party" refers to a participant in the procurement process or contract execution.

(bb) acts intended to materially impede the exercise of the Financing Institution's inspection and audit rights provided for under Sub-Clause 22.2.

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

Section VIII. Particular Conditions of Contract

| A. General | |
|---------------------|---|
| GCC 1.1 (d) | The Financing Institution is the Swiss Agency for Development and Cooperation (SDC) |
| GCC 1.1 (s) | The Employer is Aswan Company for Water and Wastewater (AWSC) |
| GCC 1.1 (v) | <p>The Intended Completion Date for the whole of the Works (including handover inspections & acceptance certificate) shall be 30 November 2024</p> <p>The Intended Completion Dates for handover & commissioning of individual phases are as follows:</p> <ul style="list-style-type: none"> • Phase 1: 31 Mai 2024 • Phase 2: 31 August 2024 • Phase 3: 31 October 2024 • Additionally released phases will have deadlines as defined in the corresponding Variation Order, but not more than 3 additional months per phase. • Construction of newly registered connections / households is a continuous responsibility of the Contractor that will end with Completion Date of the last released phase. |
| GCC 1.1 (y) | The Project Manager is Ashraf Sabry |
| GCC 1.1 (aa) | The Sites are located at Aswan City and are defined in the attached drawings (see Employer's Requirements) |
| GCC 1.1 (dd) | The Start Date shall be 01 January 2024 |
| GCC 1.1 (hh) | The Works consist of: see Employer's Requirements, incl. specifications, drawings, BoQ |
| GCC 2.2 | Sectional Completions are: not applicable |
| GCC 2.3(i) | <p>The following documents also form part of the Contract, in the following order of priority:</p> <ol style="list-style-type: none"> (1) the Contract Agreement; (2) the Letter of Acceptance; (3) Minutes of Contract Negotiations (4) the Contract Addenda issued by the Employer; (5) the Particular Conditions of Contract; (6) the General Conditions of Contract; (7) the Employer's Requirements; (8) Specifications; (9) the Drawings; (10) the Bid; and (11) the Priced Bill of Quantities. |
| GCC 3.1 | <p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of the Arab Republic of Egypt.</p> |

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| GCC 5.1 | The Project Manager may delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: Implementation of contracts related to PWMP-10 (water network) and PWMP-11 (main pipe) as described in the Employer's Requirements and possibly other contractors working within the project area |
| GCC 9.2 | The Contractor is obliged, to the extent practicable and reasonable, to employ staff and labor from sources within the project area. At all times during the period of construction not less than 50% of unskilled labor (also considering the employment of women, if possible) employed on a daily / weekly basis by the Contractor and his sub-contractors, if any, shall be residents of the project area (<u>Al Sail, Zaydab Bahary and El Zaydab Qeplly & Ezab Kima depending on the construction site's location</u>). The Contractor shall prove this by submitting employment lists along with his monthly reports. These shall be approved by the Project Manager. |
| GCC 13.1 | <p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: the equivalent of 100 percent of the bid price. The amount of this insurance shall increase with any increase in the Contract amount. (b) for loss or damage to Equipment: to be covered through the insurance listed under (a) above. The Contractor is to provide a list of his plant and equipment with their insurable values. The insurance under (a) above shall also cover materials on site. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract shall be 5 percent of the bid price per occurrence and for an unlimited number of occurrences. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: EGP 400,000 (four hundred thousand Egyptian Pounds) per occurrence and for an unlimited number of occurrences. (ii) of other people: EGP 400,000 (four hundred thousand Egyptian Pounds) per occurrence and for an unlimited number of occurrences. <p>All of the above insurances under (a), (b), (c) and (d) above shall be all risk.</p> <p>For all of the above insurances under (a), (b), (c) and (d) above, the maximum amount of deductibles for each claim shall be 5 percent of the insured amount.</p> |
| GCC 14.1 | Site Data are: according to Employer's Requirements and the Pre-Bid meetings / site visits |
| GCC 20.1 | The Site Possession Date(s) shall be: for the entire site, seven (7) days after the Start Date. |
| GCC 23.1 & GCC 23.2 | Appointing Authority for the Adjudicator: the Cairo Center for International Arbitration . |
| GCC 24.3 | Fees and types of reimbursable expenses to be paid to the Adjudicator: the hourly fees shall be in accordance with the prevailing schedule of fees for Cairo Center for International Arbitration . Reimbursable expenses to be paid shall include travel to Aswan , transportation within Aswan , accommodation and stationary based on the submission of receipts. |

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| GCC 24.4 | Institution whose arbitration procedures shall be used: the Cairo Center for International Arbitration. The place of arbitration shall be: Cairo, Egypt |
| B. Time Control | |
| GCC 25.1 | The Contractor shall submit for approval an updated Program for the Works within 28 (twenty-eight) days from the date of the Letter of Acceptance. |
| GCC 25.3 | The period between Program updates is 3 (three) months. The amount which may be withheld for late submission of an updated Program is EGP 15,000 (fifteen thousand Egyptian Pounds). |
| C. Quality Control | |
| GCC 33.1 | The Defects Notification Period is: 12 months. |
| GCC 34.1 | A warning for violation of the Environment, Health & Safety (EHS) requirements (see “Employer’s Requirements”) will be issued by the Project Manager, if the corrective measures are not implemented within 24 hours of notification according to GCC 31.1. A penalty of EGP 10’000 (ten thousand Egyptian Pounds) may be applied if the corrective measures are not implemented within 24 hours of issuing the warning. The maximum penalty for violation of the EHS requirements may not exceed 10% of the total contract amount. If the Contractor repeatedly does not comply with the EHS requirements, the Project Manager has the authority to stop the works until accepting the Contractor’s remediation measures. The Contractor is not entitled to any additional time extension or additional cost if the works are stopped due to the Contractor’s non-compliance with the Employer’s Requirements incl. EHS requirements. |
| D. Cost Control | |
| GCC 36.1 | Add the following new section: (d) The Initial Contract Price may be exceeded without any adjustments of rates by the release of additional phases as defined in the Employer’s Requirements. Phases 1-3 (DMA 1-3) will be released with contract signing. The Contractor must receive a written Variation Order by the Project Manager (PWMP Consultant) prior to starting with a new phase. |
| GCC 39.1 | The quarterly statements must be prepared within 10 workdays after the end of each quarter. The invoice including the statements and other required supporting documents must be submitted no later than 13 workdays after the end of each quarter. The amount which may be withheld for late submission of the invoice and supporting documents is EGP 10,000 (ten thousand Egyptian Pounds). |

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| GCC 40.1 | The Employer shall approve to pay the Contractor the amounts certified by the Project Manager within 60 days of the date of each certificate. The payment may be released by the PWMP Consultant after that period without the Employer's approval. |
| GCC 40.2 | <p>Price indexing for adjustments in payment certificates applies only for the materials and goods which are specified in the BoQ and for which official indices are available minimum on a quarterly basis on www.capmas.gov.eg.</p> <p>The percentage of specific materials and goods is defined for each relevant item in the Bill of Quantities (BoQ) / payment certificates.</p> <p>The price indexing is made based on the latest official data available at the date of the invoice.</p> <p>Price indexing may be stopped by the Project Manager after the Initial Intended Completion date in accordance with GCC 1.1 (v), even if the Intended Completion Date is extended.</p> |
| GCC 42.2 | <p>Add the following new Sub-Clause 42.2 "Customs Clearance":</p> <p>"The Contractor shall make all the necessary arrangements for the import of materials, supplies and equipment required for the Works and for the import and re-export of all equipment and temporary works required for the execution of the Works, and shall bear all expenses in connection with the documentation, loading charges, port dues and shipping costs thereof.</p> <p>The Employer will issue upon the request of the Contractor and upon approval of the Project Manager, the necessary statements to help the Contractor in obtaining clearance through the customs. The assistance provided by the Employer shall be limited to guidance or certification of reasonable need, but shall not relieve the Contractor from the obligation to employ sufficient number of local advisors or assistants, knowledgeable with local laws, regulations, orders and by-laws, customs, etc."</p> |
| GCC 42.3 | <p>Add the following new Sub-Clause 42.3 "Customs and Import Duties and Master List":</p> <p>"The prices tendered by the Contractor <u>shall not include</u> any and all customs duties, sales taxes and VAT on the materials, <u>imported or locally procured</u> by the Contractor for this Contract in accordance with this Sub-Clause.</p> <p>Within one month after executing the Form of Agreement for the Works, the Contractor shall submit to the Employer through the Project Manager, an itemized list, the Master List, of all materials required by the Contractor to be <u>imported or locally procured</u> for the execution and remedying defects of the Works.</p> <p>The Contractor shall be solely responsible for obtaining the required permits from the competent authorities and no claim whatsoever will be accepted by the Employer for delays and costs that may be incurred in obtaining the permits.</p> <p>If the approval of the Master List by the competent authorities is delayed more than 60 (sixty) days, following its approval by the Employer, for causes beyond the control of the Contractor, then the Contractor shall be entitled to postpone the completion of the Works, without incurring any liquidated damages, for an equivalent period.</p> <p>If the approval of the customs tax exemption for any shipment is delayed more than 30 (thirty) days beyond the approval by the Employer, for causes beyond the control of the Contractor, then the Contractor shall be entitled to delay completion of the Works for a period calculated by the Project Manager, in the light of the effect of the delay of said shipment on the overall Contract works implementation program.</p> |

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| | <p>The Master List may be revised during the progress of the works to reflect changes or modifications resulting from the detailed field and final design of the project components or additional works ordered under the terms of the Contract, as long as such revisions of the Master List are approved by the Project Manager as well as the Employer.</p> <p><i>Contractor's consumables including fuel, petrol, diesel and lubricants as well as spare parts for the contractor's equipment are not exempted from taxes.</i></p> |
| GCC 42.4 | <p>Add the following new Sub-Clause 42.4 "Foreign Taxation":</p> <p>"The prices tendered by the Contractor <u>include</u> all taxes, duties and other charges imposed outside the project site's country on the production, manufacture, sale and transport of the Contractor's Equipment, Plant, Materials and Supplies to be used on or furnished under the Contract, and on the services performed under the Contract."</p> |
| GCC 42.5 | <p>Add the following new Sub-Clause 42.5 "Local Taxation":</p> <p>"The prices tendered by the Contractor <u>shall not include</u> any and all customs duties, sales taxes and VAT on the materials <u>imported or locally procured</u> for the sole purpose of executing the Contract.</p> <p>The Contractor shall, however, pay, and his prices are deemed to include, all stamp and registration fees and all costs and fees for visas, residence permits, working permits, driving licenses and initial registration and yearly license fees for his road-going vehicles, levied in the Arab Republic of Egypt.</p> <p>The Contractor or any Subcontractor, if a local firm or individual, shall pay all taxes, duties and charges commensurate with their overall business activities in the Arab Republic of Egypt."</p> <p>"The prices tendered by the Contractor <u>shall therefore include</u> any and all, other taxes, duties and levies legally required in the Arab Republic of Egypt on the Contractor and his employees.</p> |
| GCC 42.6 | <p>Add the following new Sub-Clause 42.6 "Income Taxes on Locally Recruited Staff":</p> <p>"The Contractor's locally recruited staff, personnel and labor shall be liable to pay personal income taxes in the project location's country on salaries and wages that are taxable under the laws and regulations in force. The Contractor shall comply with all legal obligations that may be imposed on him by such laws and regulations."</p> |
| GCC 43.1 | The currency of the project location's country is: Egyptian Pounds (EGP). |
| GCC 44.1 | <p>The Contract is subject to price adjustment in accordance with GCC Clause 44.</p> <p>The coefficients for adjustment of prices are: applied as specified under PCC 40.2.</p> |
| GCC 45.1 | The proportion of payments retained is: 5 percent. |
| GCC 46.1 | The liquidated damages for the whole of the Works are 0.1 percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price. |
| GCC 46.3 | <p>Add the following new Sub-Clause 46.3 regarding "liquidated damages":</p> <p>The Site / Installation Manager(s) and his deputy must ensure their full-time presence on the construction site(s). In absence of the Site / Installation Manager(s) on the construction site(s), the Project Manager may apply liquidated damages of 0.05 percent of the final Contract Price per day. The payments shall be adjusted for</p> |

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| | deductions of such liquidated damages. The Project Manager shall indicate any deductions on the payment certificate. |
| GCC 47.1 | Bonus is not applicable. |
| GCC 48.1 | The Advance Payments shall be: 20 percent of the Contract Price and shall be paid to the Contractor no later than 60 days after receipt by the Project Manager of the following: <ul style="list-style-type: none"> • an invoice for the Advance Payment from the Contractor; • the Performance Security in accordance with GCC 49.1; and • an Advance Payment guarantee in accordance with GCC 48 for the amount and in the currency of the Advance Payment. |
| GCC 49.1 | The Performance Security amount shall be 10 percent of the Contract Price in the form of a Bank Guarantee and shall be issued by a reputable bank acceptable to the Project Manager. |
| E. Finishing the Contract | |
| GCC 55.1 | The date by which operating and maintenance manuals are required is within 28 days after the Completion Date. The date by which “as-built” drawings are required is within 28 days after the Completion Date. |
| GCC 55.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 5 percent of the Contract Price. |
| GCC 56.2 (g) | The maximum number of days is: 100 (one hundred). |
| GCC 58.1 | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20 percent. |
| GCC 61.1 | The amount of days shall be as defined in PCC 40.1. |

Section IX - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer]

..... **[date]**

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

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

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

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

[Choose one of the following statements:]

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

[or]

We do not accept that _____ **[insert the name of the Adjudicator**
proposed by the Bidder] be appointed as the Adjudicator, and by sending a copy of this Letter
of Acceptance to _____ **[insert name of the**
Appointing Authority], the Appointing Authority, we are hereby requesting such Authority to
appoint the Adjudicator in accordance with ITB 42.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

Contract Agreement

THIS AGREEMENT made the DD.MM.YYYY, between **Aswan Water and Sanitation Company** (hereinafter "the Employer"), of the one part, and xxxxxxxxxxxxxxxxxxxxxxxxxxxx (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as PWMP Supply, Civil and Installation Works for Supply Network Rehabilitation in Aswan City, in the amount of EGP XXXX, i.e. **amount in words** Egyptian pounds, should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence
 - (a) this Contract Agreement;
 - (b) the Letter of Acceptance;
 - (c) the Minutes of Contract Negotiations;
 - (d) the Contract Addenda issued by the Employer;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Employer's Specifications;
 - (h) the Drawings;

اتفاق تعاقد

تم تحرير هذا التعاقد في يوم DD.MM.YYYY بين شركه مياه الشرب والصرف الصحى بأسوان (الملقيه بعد بصاحب العمل) طرف اول وxxxxxxxxxxxxxxxxxxxxxxxxx (الملقب بعد بالمقاول) طرف ثان

وحيث ان صاحب العمل يرغب فى تنفيذ مشروع :-

XXXXXX

Amount in words)) XXXX جنيه

تنفذ بمعرفه المقاول والذي تم قبول عطاؤه لتنفيذ وانهاء الاعمال لهذا المشروع على اكمل وجه

صاحب العمل والمقاول يتفقا على الاتى :

1. فى هذا الاتفاق الكلمات والعبارات يكون لها نفس المعانى المحدده والمشار اليها فى مستندات التعاقد

2. الوثائق التاليه تقرأ وتفسر على انها جزء من هذه الاتفاقية ولغرض الإيضاح فإن أولوية الوثائق ستكون وفقا للتسلسل التالي

(أ) هذه الإتفاقيه

(ب) خطاب القبول

(ت) محضر مفاوضه العقد

(ث) ملحق العقد الذى يتم إصداره بمعرفه صاحب العمل

(ج) الشروط الخاصه بالعقد

(ح) الشروط العامه بالعقد

(خ) مواصفات صاحب العمل

(د) الرسومات:

(ذ) العطاء , بما فى ذلك جميع الإستفسارات وفى ظل الشروط ن جميع الأعمال مطابقه للمواصفات

(ر) جداول الكميات المسعره

- (i) the Bid, including all clarifications and under the condition that all Works are according to the Employer's Requirements; and
- (j) the Priced Bill of Quantities;
- (k) Unified Contracts and Procurement Regulations of the Holding Company for Potable Water and Sanitation and its subsidiaries and its amendments.
3. In consideration of the payments to be made by the Employer through the Project Manager to the Contractor as indicated in this Agreement and defined in the General and Particular Conditions of this Contract, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. All Works provided have to comply with the Employer's Requirements. Approvals for method statements and equipment have to be obtained prior to placing orders from the Project Manager.
5. The Employer hereby covenants to pay the Contractor through the Project Manager and based on the procedures in the General and Particular Conditions 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.
6. The Contractor is responsible for the whole of the Works and its functionality. The Contractor does not have the right to waive execution of the Works in whole or in parts.
7. In case arbitration procedures fail, the place of jurisdiction for all disputes arising from or in connection with the Contract is the City of Aswan.
8. The Contractor remains responsible for the Works carried out beyond the end of the Defects Notification Period according to the Egyptian civil law.
9. The Employer may terminate the Contract, if the Contractor causes a fundamental breach
- (ز) لائحة العقود والمشتريات الموحدة للشركة القابضة لمياه الشرب والصرف الصحي وشركاتها التابعة وتعديلاتها.
3. يؤخذ في الاعتبار ان جميع المبالغ التي سيقوم بدفعها صاحب العمل من خلال مدير المشروع للمقاول كما هو مبين في هذه الاتفاقية وطبقا للشروط العامه والخاصه لهذا العقد ، وبموجب اتفاق المقاول مع صاحب العمل لتنفيذ الأعمال ومعالجة العيوب التي تظهر فيها على اكمل وجه وفقا لشروط العقد
4. جميع الأعمال يجب ان تتطابق مع المواصفات الفنية ويجب اعتماد طريقة التنفيذ وقوائم المعدات قبل إعطاء أوامر التوريد من قبل مدير المشروع
5. صاحب العمل بموجب العقد يدفع للمقاول من خلال مدير المشروع وعلى اساس الاجراءات الوارده بالشروط العامه والخاصه "مع الاخذ في الاعتبار تنفيذ وإنجاز الاعمال ومعالجتها من اي العيوب"، قيمة العقد أو المبالغ الأخرى التي قد تصبح مستحقة الدفع بموجب أحكام العقد في الأوقات وبالطريقة المنصوص عليها بالعقد.
6. يعتبر المقاول مسئولاً عند تنفيذ جميع الأعمال ولا يحق له التنازل عن تنفيذها كلياً أو جزئياً.
7. في حالة فشل إجراءات التحكيم، يكون مكان الإختصاص لجميع المنازعات الناشئة فيما يتعلق بالعقد هي مدينة أسوان.
8. يظل المقاول مسئولاً عن الأعمال بعد إنتهاء فترة الإخطار بالعيوب وفقاً للقانون المدني المصري.
9. يحق لصاحب العمل إنهاء العقد في حالة تسبب المقاول بمخالفه جسيمه بالعقد أو حسب مايراه مناسباً وفقاً لشروط العقد العامه. وفي حالة وجود مخالفه جوهريه للعقد يحق لصاحب العمل مصادرة التأمين النهائي.
- وبناء على ما تقدم بين اطراف هذا العقد يتم التنفيذ وفقاً لقوانين جمهورية مصر العربية في اليوم والشهر والسنة المبينه أعلاه.
- الترجمه العربية فقط لتكون مناسبه. وفي حالة وجود أي تعارض فإن النسخه الإنجليزيه هي التي تسود

of Contract or for convenience according to the General Conditions of Contract. In case of a fundamental breach of Contract the Employer may call the Performance Security.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Arab Republic of Egypt on the day, month and year indicated above.

In any case of discrepancy between the English and Arabic version, the English version prevails.

Signed by Law Department
موقع بعرفة الشؤون القانونية

Signed by Finance Department
موقع بعرفة الشؤون المالية

Signed by Contracts Sector
موقع بعرفة قطاع العقود

Signed by the Project Manager
موقع بعرفة مدير المشروع

Signed by the Representative of EBP Schweiz AG
موقع بعرفة مندوب شركة ايه بى بى السويسريه

Signed by Chairman AWSC

موقع بعرفة رئيس مجلس إدارة
الشركة

for and on behalf of the Employer / نيابة عن صاحب العمل

In the presence of / وفي حضور

Witness Name, Signature, Date / إسم الشاهد, التوقيع, التاريخ

Signed by / موقع بمعرفة

for and on behalf the Contractor / نيابة عن المقاول

In the presence of / وفي حضور

Witness Name, Signature, Date / إسم الشاهد, التوقيع, التاريخ

Performance Security

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

Beneficiary:

**AWSC Aswan Company for Water and Sanitation
Gabel Tagog
Aswan
Egypt**

Date:.....

Performance Guarantee No.:

We have been informed that ***[name of the Contractor]***. . . . (hereinafter called "the Contractor") has entered into Contract No. ***[reference number of the Contract]***. . . . datedwith you, for the execution of ***[name of contract and brief description of Works]***. . . . (hereinafter called "the Contract").

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

At the request of the Contractor, we ***[name of the Bank]***. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[name of the currency and amount in figures]*** ¹. (***[amount in words]***.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
[Seal of Bank and Signature(s)]

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

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

² *Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the*

*Employer might consider adding the following text to the form, at the end of the penultimate paragraph:
“The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Advance Payment Security

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

Beneficiary:

AWSC Aswan Company for Water and Sanitation

Gabel Tagog

Aswan

Egypt

Date:.....

Advance Payment Guarantee No.:

We have been informed that **[name of the Contractor]**. (hereinafter called "the Contractor") has entered into Contract No. **[reference number of the Contract]**. dated with you, for the execution of **[name of contract and brief description of Works]**. (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum **[name of the currency and amount in figures]** ¹. (. **[amount in words]**.) is to be made against an advance payment guarantee.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the . . . day of , ², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

. **[Seal of Bank and Signature(s)]**.

Note –

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

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

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following

text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.