

**GOVERNMENT OF  
THE REPUBLIC OF THE GAMBIA**



**STANDARD PROCUREMENT DOCUMENTS**

**Design and Build for Procurement of Works**

**Invitation for D&B No: 01**

**ICB No: NRA/EPC/Wks/2023/RT-001  
LOTS 1-9**

**Client: Ministry of Transport, Works and Infrastructure as  
Contracting Authority and National Roads Authority as  
Implementing Agency**

**Project: Construction of Roads Nationwide**

**Issued on: February 2023**

**Country: The Gambia**



# NATIONAL ROADS AUTHORITY

THE GAMBIA

## PROCUREMENT NOTICE

TENDER NOTICE FOR  
CONSTRUCTION OF ROADS NATIONWIDE (DESIGN & BUILD)  
TENDER No. EPC/Wks/NRA-001 LOTS 1-9

1. The Government of the Gambia intends to construct key priority roads nationwide and will be executed in nine (9) lots. This project will be undertaken as a Design & Build Contract (FIDIC EPC/TURNKEY: fixed price) with a construction period varying from 12 to 48 months split into phases.
2. It is anticipated that the successful bidder will sign a fixed price Contract based on the approved designs with the Ministry of Transport Works and Infrastructure under the implementation/Execution of the National Roads Authority to provide the required design and construction services.
3. The EPC/Turnkey Contract approach will be adopted and the successful bidder shall apply due diligence in carrying out detailed investigations and preparation of detailed engineering designs on which the construction shall be based. The bidders are therefore encouraged to associate with other construction firms with the support of consultancy firms to enhance their capabilities in these areas.
4. The Design and Construction Contract is expected to be completed within a period varying from 12 to 48 months split into phases, while the Defects Notification Period is 12 months.
5. Shortlisted candidates may obtain further information from the National Roads Authority Website <https://nra.gm> ; [www.motwi.gm](http://www.motwi.gm) or inspect the tender documents at the Head located at Bijilo during normal working hours.
6. The Employer now invites sealed bids (“Bids”) from shortlisted companies (“Bidders”) as detailed in the Tender Document to provide the Design-Build referenced above (the “Works”), which is being offered as a fixed price Contract.
7. A Bidder will be selected under the competitive bidding procedures described in the bidding documents associated with this IFB (the “Bidding Documents”).
8. Contractors are required to pay, a non-refundable fee of GMD 25,000 for the Tender documents. The payment shall be made in cash only.
9. Please note that a mandatory pre-bid and site visit SHALL be held on the **8<sup>th</sup> March 2023** commencing with lot 1.

10. All bids must be accompanied by 2% of the tender amount as a Bid Security for each lot.
11. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited at the NRA Headquarters, on or before 22<sup>nd</sup> March 2023 at 11:00 am
12. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives who choose to attend at the address in 10 above on or before the date indicated on the tender notice.
13. Contractors are allowed to bid for all lots based on the conditions that they possess the require Plants and Equipment for various categories of Roads.
14. Further information and clarification on the bidding documents may be obtained at the NRA Head Quarters in Bijilo or on email- [modou@hotmail.com](mailto:modou@hotmail.com); [jabou.gaye@gmail.com](mailto:jabou.gaye@gmail.com); [ndeya183@gmail.com](mailto:ndeya183@gmail.com); [bakaryyabou@hotmail.com](mailto:bakaryyabou@hotmail.com) [georgejatta@gmail.com](mailto:georgejatta@gmail.com) [newimage16@hotmail.com](mailto:newimage16@hotmail.com)  
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**SECTION I**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**SECTION 1: INSTRUCTIONS TO BIDDERS**

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<b>Instructions to Bidders</b>	
	<b>A. General</b>
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids (IFB) number as indicated in the IFB, the entity identified in the Bid Data Sheet (<b>BDS</b>) (hereinafter called the Employer), issues these bidding documents for the procurement of design and build of Works as specified in Section IX, Employer's Requirements and Section X, Drawings of Part III, Works Requirements (these "Bidding Documents"). The name and identification number of this procurement are provided in the <b>BDS</b>.</p>
	<p>1.2 Throughout these Bidding Documents, unless otherwise indicated, capitalized terms have the meaning indicated in the form of the proposed Contract set forth in Sections V and VI, provided that:</p> <ul style="list-style-type: none"> <li>(a) the term "in writing" means communicated in written form and delivered against receipt;</li> <li>(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</li> <li>(c) "day" means calendar day.</li> </ul>
<b>2. Source of Funds</b>	2.1 The Government of the Gambia
<b>3. Corrupt and Fraudulent Practices</b>	<p>3.1 It is a requirement that all Bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-contractors, service providers and suppliers, under this Contract, observe the highest standard of ethics during its procurement and execution. In pursuance of this policy:</p> <ul style="list-style-type: none"> <li>(a) the terms set forth below are defined as follows: <ul style="list-style-type: none"> <li>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(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 obligation;</li> <li>(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</li> <li>(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property</li> </ul> </li> </ul>

<p><b>4. Eligible Bidders</b></p>	<p>of the party to influence improperly the actions of a party;</p> <p>(v) "obstructive practice" is 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</p> <p>(b) The Employer will reject a Bid if it determines that the Bidder recommended for award has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in competing for the Contract.</p> <p>(c) The Employer has the right to require that a provision be included in the Contract requiring the Contractor to permit the Employer, or any designee of <b>Employer</b>, to inspect its accounts, records and other documents relating to the submission of its Bid or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by the Employer or the Government of Gambia.</p> <p>4.1 A Bidder may be a natural person, private entity, government-owned entity subject to <b>ITB 4.4</b> or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in association in the form of a joint venture or other consortium. In the case of a joint venture or other consortium:</p> <p>(a) all members shall be jointly and severally liable for the execution of the Contract, and</p> <p>(b) The association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the consortium during the bidding process and, in the event the joint venture or consortium is awarded the Contract, during Contract execution.</p> <p>(c) Each member of the Joint venture, consortium or other unincorporated grouping of two or more persons shall produce a parent company guarantee. The members of the parties involved shall appoint the leader of the Joint venture, consortium or other unincorporated grouping of two or more persons at the time of tendering providing a single point of contact thereafter.</p> <p>The Employer shall not wish to be involved in a dispute between the members of the Joint venture, consortium or other unincorporated grouping of two or more persons.”</p>
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	<p>4.2 A Bidder, all parties constituting the Bidder, any sub-Contractors and suppliers, and their respective personnel and affiliates, may have the nationality of any country, subject to the restrictions specified in the below paragraph. A person or entity shall be deemed to have the nationality of a country if such person or all shareholders of such entity are citizens of that country and their entities are constituted, incorporated, or registered in, and operate in conformity with, the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Contractors or suppliers for any part of the Contract including related services.</p> <p>Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated in the below paragraph.</p> <p>43 A Bidder, all parties constituting the Bidder, any sub-Contractors and suppliers, and their respective personnel and affiliates, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A person or entity may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>(a) they have at least one controlling partner in common; or</li> <li>(b) they have the same legal representative for purposes of this Bid; or</li> </ul>
	<ul style="list-style-type: none"> <li>(c) 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</li> <li>(d) they participate 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 provision does not limit the inclusion of the same subcontractor in more than one Bid; or</li> <li>(e) they are, or have been associated in the past, with a person or entity which has been engaged to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement and provision of the design and construction of the Works under the Contract; or</li> <li>(f) they or any of their affiliates have been hired (or are proposed to be hired) by the Employer as Engineer for the Contract; or</li> <li>(g) they are themselves, or have a business or family relationship with, a member of the Employer’s board of directors or staff.</li> </ul> <p>Bidders and the Contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or Contractor or the termination of the</p>

	4.5 Bidders shall provide such evidence of their continued eligibility, in a manner satisfactory to the Employer, as the Employer may reasonably request.
	4.6 A Bidder, all parties constituting the Bidder, any subcontractors and suppliers, and their respective personnel and affiliates, shall not be any person or entity under a declaration of ineligibility for engaging in coercive, collusive, corrupt, fraudulent, obstructive or prohibited practices in accordance with ITB 3.1 above. This would also remove from eligibility for participation in procurement any person or entity that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the Government of the Gambia.
	4.7 A Bidder, parties constituting the Bidder, any subcontractors and suppliers, and their respective personnel and affiliates not otherwise made ineligible for a reason described in ITB 4.6 shall be excluded if: <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Bidder, its associates, subcontractors or their respective personnel;</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Bidder, its associates or their respective personnel or any payments to persons or entities in such country.</li> </ul>
	4.8 This bidding procedure is open to only the shortlisted Bidders.
<b>5. Eligibility of Materials, equipment and services</b>	5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the same restrictions specified for Bidders and their associates and personnel set forth in ITB 4. At the Employer's request, Bidders will 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, cultivated, produced, manufactured, or processed, 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 article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.
	5.3 The origin of materials, equipment, and services is distinct from the nationality of the Bidder.

	<p>5.4 Country of origin for major items of plant, materials, goods, and services provided under the Contract must be indicated in the Appendix to Bid included in Section IV.</p>
	<p><b>B. Contents of Bidding Documents</b></p>
<p><b>6. Sections of Bidding Documents</b></p>	<p>6.1 These Bidding Documents consist of all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.</p> <p><i>Part I — Bidding Procedures</i></p> <p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. Evaluation and Qualification Criteria</p> <p>Section IV. Bidding Forms</p> <p><i>Part II – Conditions of Contract</i></p> <p>Section V. General Conditions of Contract (GCC)</p> <p>Section VI. Conditions of Particular Application (COPA)</p> <p>Section VII. Forms of Agreement and Security</p> <p><i>Part III -- Works Requirements</i></p> <p>Section VIII. Employer’s Requirements</p> <p><i>Part IV – Design Concept</i></p>
	<p>6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.</p>
	<p>6.3 The Employer may provide Bidders with a separate background information document (“Supplementary Information Document”) if so indicated in the <b>BDS</b>. The Supplementary Information Document, if provided, is not part of these Bidding Documents.</p>
	<p>6.4 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer. No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Employer for the</p>

	<p>completeness or accuracy of any information contained in the Bidding Documents or provided during the bidding process or during the term of the Contract.</p>
	<p>6.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Each Bidder is solely responsible for conducting its own due diligence and investigation in support of the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the successful Bidder. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.</p>
<p><b>7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address indicated in the <b>BDS</b> or raise his or her 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 no later than the number of days indicated in the <b>BDS</b> prior to the deadline for submission of Bids specified in <b>BDS</b> 22.1. The Employer shall forward copies of its response within the time specified in the <b>BDS</b> to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.4, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.</p>
	<p>7.2 A Site visit will be organized by the Employer if so specified in the <b>BDS</b>. If no Site visit is organized, the Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for design and construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p>
	<p>7.3 If permission is required to gain access to the Site, the Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon the 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.</p>
	<p>7.4 The Bidder's designated representative is invited to attend a pre-Bid meeting, if provided for in the <b>BDS</b>. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>7.5 Minutes of any pre-Bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together</p>

	with any responses prepared after the meeting, will be transmitted promptly to all Bidders who attended the pre-bid meeting site in accordance with ITB 7.6. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting will be made by the Employer exclusively through the issuance of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.
<b>8. Amendment of Bidding Documents</b>	8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda.
	8.2 Any addendum issued shall become part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer.
	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.
	<b>C. Preparation of Bids</b>
<b>9. Cost of Bidding</b>	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>10. Language of Bid</b>	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 English. 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 English, in which case, for purposes of interpretation of the Bid, the English version shall govern.
<b>11. Documents Comprising the Bid</b>	11.1 Bidders shall submit only one Proposal comprising of:- <b>Part 1: Responsiveness Submission</b> (i) Appendix to Bid; (ii) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (iii) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (iv) in the case of a Bid submitted by a joint venture or other consortium, a description indicating at least the parts of the design and construction of

	<p>the Works to be executed by the respective members of the joint venture or consortium;</p> <p>(v) in the case of a Bid submitted by a joint venture or other consortium shall include a copy of the joint venture/consortium agreement entered into by all members. Alternatively, a letter of intent or similar instrument to execute a joint venture/consortium agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed joint venture/consortium agreement.; and</p> <p>(vi) any other document required in the <b>BDS</b>.</p> <p style="text-align: center;"><b>Part 2: Qualification Proposal</b></p> <p>(i) Technical Offer (including Design Proposal), statement of work methods, equipment, personnel, schedule and any other information as stipulated in the <b>BDS</b> and in Section IV, Bidding Forms in accordance with ITB 16;</p> <p style="text-align: center;"><b>Part 3: Financial proposal</b></p> <p>(i) Letter of Bid</p> <p>(ii) Priced Schedule of Prices and Bills of Quantities, in accordance with ITB 12 and 14;</p> <p style="text-align: center;"><b>Part 4: Bid Security:</b></p> <p>(i) Bid Security, in accordance with ITB 19;</p>
<p><b>12. Letter of Bid and Schedules</b></p>	<p>12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted, except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p>
<p><b>13. Alternative Bids</b></p>	<p>13.1 Unless otherwise indicated in the <b>BDS</b>, alternative Bids shall not be considered.</p>
	<p>13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the <b>BDS</b>, as will the method of evaluating different times for completion.</p>
	<p>13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer’s design if provided as described in the Bidding Documents 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, proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the</p>

	basic technical requirements shall be considered by the Employer.
	13.4 When specified in the <b>BDS</b> , Bidders are permitted to submit alternative technical solutions for specified parts of the design and construction of the Works, and such parts will be identified in the <b>BDS</b> , as will the method for their evaluation, and will be described in Section IX, Employer's Requirements and Section X, Drawings of Part III, Works Requirements.
<b>14. Bid Prices and Discounts</b>	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedule of Prices and Bill of Quantities shall conform to the requirements specified below.
	14.2 The Bidder shall design and price for all items of the design and construction of the Works described in the Bid Document. The Bidder shall propose a lump sum fixed price for all design and construction services. The Bidder shall fill in rates and prices for all the design services and construction of the Works in a Schedule of Prices and Bill of Quantities. Rates quoted in the priced Bill of Quantities may be used when preparing for the calculation of Interim Payments.
	14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the <u>total price of the Bid</u> , excluding any discounts offered. Required details of the prices to be presented by the Bidders are provided in the <b>BDS</b> . This price, subject to any adjustments pursuant to the Conditions of Contract (the sections making up Part II of these Bidding Documents), will be the <u>Contract Price</u> .
	14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
	14.5 The Contract prices quoted by the Bidder are not subject to adjustment during the initial period specified in the <b>BDS</b> . Beyond that initial period, adjustments may be allowed if so specified in the <b>BDS</b> . In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the "Schedule of Adjustment Data" as given in the Appendix to Bid in Section IV, Bidding Forms, and the Employer may require the Bidder to justify its proposed indices and weightings during negotiations.
	14.6 If so indicated in the <b>BDS</b> , Bids are being invited for individual lots or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one lot shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots are submitted

	and opened at the same time.
	14.7 Sub-Clause 1.13 and 14.1 of the GCC (Section VI) sets forth the tax provisions of the Contract. Bidders should review these clauses carefully when preparing their Bid. For more information on taxes contact GRA
<b>15. Currencies of Bid and Payment</b>	15.1 The currency(ies), or combinations thereof, of the Bid and of the payments shall be as specified in the <b>BDS</b> . <b>For avoidance of doubt, all payments shall be made in GAMBIAN DALASI.</b>
<b>16. Documents Comprising the Technical Offer</b>	16.1 In accordance with Section III, Evaluation and Qualification Criteria, to demonstrate the adequacy of the Bidder's proposal to meet the design and construction requirements of the Employer's Requirements (Section IX) and the completion time.
<b>17. Documents Establishing the Qualifications of the Bidder</b>	17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder meets the qualification criteria set out in the Bid Document.
<b>18. Period of Validity of Bids</b>	18.1 Bids shall remain valid for the period specified in the <b>BDS</b> after the Bid submission deadline date specified in the <b>tender notice</b> . A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
	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 Bidder's responses shall be made in writing. The Bid Security shall also be extended for twenty-eight (28) days beyond the deadline of the extended Bid validity 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, except if the award is delayed by a period exceeding ninety (90) days beyond the expiry of the initial Bid validity; in which case, the Contract price shall be the Bid price adjusted by the factor specified in the <b>BDS</b> .
<b>19. Bid Security</b>	19.1 The Bidder shall furnish as part of its Bid, a bid security in original form and in the amount and currency specified in the <b>BDS</b> (the "Bid Security"). If a Bidder is submitting alternative Bids, only one Bid Security is required for both base and alternative Bids.
	19.2 The Bid Security shall be a demand guarantee in the form of an unconditional and irrevocable bank guarantee from a reputable source from an eligible country (determined in accordance with ITB 4). If the unconditional bank guarantee is issued by a bank located outside the Employer's country, <b>the issuer shall have a correspondent financial institution located in the Employer's country</b> , satisfactory to the Employer, to make it enforceable. 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

	<p>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 <b>twenty-eight (28) days</b> beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>Bank Guarantee issued by the following Banks only would be accepted:</p> <ul style="list-style-type: none"> <li>(i) Any Gambian Nationalized Bank</li> <li>(ii) Any scheduled Commercial Bank Licensed by CBG.</li> </ul>
	<p>19.3 Any Bid not accompanied by an enforceable and compliant Bid Security shall be rejected by the Employer as non-responsive.</p>
	<p>194 The Bid Security of the unsuccessful bidders will be returned within the period specified in the BDS from the date of notification of award to the Successful Bidder. Provided however, that the bid security of the second lowest Bidder as determined on the opening of the Financial Proposal shall be returned by the Authority on the expiry of the Bid Validity Period or the execution of the Contract Agreement, whichever is earlier. In addition to the above, the Employer will promptly release all Bid Securities in the event the Employer decides to terminate the bidding proceedings or abandon the Project.</p> <p>195 Unopened Financial Proposals of the bidders who do not meet the qualification criteria as well as similar proposals and bid securities for bidders rejected at the first stage of evaluation will be returned within a period specified in the <b>BDS</b> from the date of notification of award to the Successful Bidder.</p>
	<p>19.6 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.</p>
	<p>19.7 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, except as provided in ITB 18.2;</li> <li>(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.2; or</li> <li>(c) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB 40.2; or</li> <li>(ii) furnish a Performance Security in accordance with Sub-</li> </ul> </li> </ul>

	Clause 4.2 of the Contract as described in ITB 41.
	19.8 The Bid Security of a joint venture or other consortium shall be in the name of the entity that submits the Bid. If the joint venture or other consortium has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1.
<b>20. Format and Signing of Bid</b>	20.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it <b>ORIGINAL</b> . Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked <b>ALTERNATIVE</b> . In addition, the Bidder shall submit copies of the Bid, in the language(s) and numbers specified in the BDS, and clearly mark each one <b>COPY</b> . 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 <b>BDS</b> 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. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
	20.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
	<b>D. Submission and Opening of Bids</b>
	<p>The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope</p> <p>The inner and outer envelopes shall: a) be addressed to the following address:</p> <p style="padding-left: 40px;"><b>The Managing Director, National Roads Authority</b>  <b>Bijilo, The Gambia</b></p> <p style="padding-left: 40px;">So as to be received on or before the date as per the Tender Notice</p> <p>Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” <b><u>(as per Tender Notice)</u></b></p> <p>The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late</p> <p>The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend (date as per the tender notice) and in the location specified in the Invitation to Tender</p>

	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.
<b>22. Deadline for Submission of Bids</b>	22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the <b>tender notice</b> .
	22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
<b>23. Late Bids</b>	23.1 The Employer will 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.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted but before the deadline for submission 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. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices, substitutions and modifications must be: <ul style="list-style-type: none"> <li>(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 “<b>WITHDRAWAL</b>,” “<b>SUBSTITUTION</b>,” or “<b>MODIFICATION</b>,” and</li> <li>(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.</li> </ul>
	24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidder.
	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 in the Letter of Bid or any extension thereof.
<b>25. Bid Opening</b>	25.1 The Employer shall open the Bids in public, in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the <b>tender notice</b> .

	<p>25.2. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on the date, time and in the location specified in the Invitation to Tender The tenderers' representatives who are present shall sign a register evidencing their attendance.</p> <p><b>Phase 1 :</b> The tenderers' names, tender modifications or withdrawals, administrative documents and the presence or absence of requisite tender security, technical proposal and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.</p> <p><b>Phase 2 :</b> Opening of Financial offers will be carried out after the evaluation of the phase 1.</p> <p>The Procuring entity will prepare minutes of the tender opening.</p>
	<p><b>E. Evaluation and Comparison of Bids</b></p>
<p><b>26. Confidentiality ; Undue Influence</b></p>	<p>26.1 Information relating to the evaluation of Bids and recommendations 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 announced pursuant to G P P A . The u n d u e use by a n y Bidder of confidential information related to the process may result in the rejection of its Bid.</p>

	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 and may subject the Bidder to the provisions of the Government's and the Employer's anti-fraud and corruption policies.
	26.3 Notwithstanding ITB 26.2, 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 at the address specified in the <b>BDS</b> .
<b>27. Clarification of Bids</b>	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.
<b>28. Deviations, Reservations, and Omissions</b>	28.1 During the evaluation of Bids, the following definitions apply: <ul style="list-style-type: none"> <li>(a) "<i>deviation</i>" is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) "<i>reservation</i>" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) "<i>Omission</i>" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul>
<b>29. Determination of Responsiveness</b>	29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.
	29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> <li>(a) if accepted, would <ul style="list-style-type: none"> <li>(i) Affect in any substantial way the scope, quality, or performance of the design and construction of the Works specified in the Contract; or</li> <li>(ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under</li> </ul> </li> </ul>

	<p>the Contract; or</p> <p>(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
	<p>29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section IV, Bidding Forms, Section VIII, Schedules of Prices and Bill of Quantities, Section IX, Employer's Requirements, and Section X, Drawings, and have been met without any material deviation, reservation, or omission.</p>
	<p>29.4 If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<b>30. Nonmaterial Nonconformities</b>	<p>30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.</p>
	<p>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.</p>
	<p>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 shall 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 method indicated in Section III, Evaluation and Qualification Criteria.</p>
<b>31. Correction of Arithmetical Errors</b>	<p>31.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the lump sum price for a line item and the total lump sum price that is obtained by adding the lump sum prices for all line items, the line item lump sum price shall prevail and the total lump sum price shall be corrected, unless in the opinion of the Employer there is an obvious misstatement of the lump sum price for a line item, in which case the total lump sum price as quoted in the priced Schedule of Prices shall govern and the lump sum price for the line item shall be corrected;</p> <p>(b) if there is a discrepancy between the lump sum price for a line item and the total lump sum price that is obtained by adding the lump sum</p>

	<p>prices for all line items, the line item lump sum price shall prevail and the total lump sum price shall be corrected, unless in the opinion of the Employer there is an obvious misstatement of the lump sum price for a line item, in which case the total lump sum price as quoted in the priced Bills of Quantities shall govern and the lump sum price for the line item shall be corrected</p> <p>(c) 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</p> <p>(d) 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) to (c) above.</p>
	31.2 If the Bidder that submitted the lowest-evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.
<b>32. Conversion to Single Currency</b>	32.1 For evaluation and comparison purposes, the currency (ies) of the Bid shall be provided in a single currency as specified in the <b>BDS</b> .
<b>33. Margin of Preference</b>	33.1 N/A
<b>34. Evaluation of Bids</b>	34.1 The Employer shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria.
	34.2 The estimated effect of the price adjustment provisions of the Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	<p>34.3 The following apply:</p> <p>i). The evaluation of the Bids will be carried out in three stages. The first stage will involve a test for responsiveness based on Responsiveness Submissions (Part 1) and Bid Security (Part 4). Those proposals found to be responsive will be evaluated i.e. Qualification Stage. In the Qualification Stage the Qualification Proposal (Part 2) comprising information of the parties on their Design Proposal, work methodologies etc. will be evaluated. Based on evaluation at this stage, only those Proposals that meet the threshold technical and financial capabilities as set out in this Bid Document will be qualified and their Financial Proposal (Part 3) will be opened and evaluated.</p> <p>ii). All Bidders are required to submit their Bids in accordance with the guidelines set forth in this Bid Document. In order to promote</p>

	<p>consistency among Bids and minimize potential misunderstandings regarding how Bids will be interpreted by The Employer, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this Bid Document.</p> <p>iii). The responsive Bids found to possess minimum threshold technical and financial capabilities will undergo a financial evaluation. On the basis of this evaluation process, the Employer will issue a Letter of Award to the Successful Bidder.</p>
	<p>34.4 If the Bid, which results in the lowest evaluated Bid price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Schedule of Prices and 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.</p>
	<p>34.5 At any time during the evaluation process, the Employer reserves the right to conduct a verification of market-reasonableness of the rates and prices offered, and a negative determination (either unreasonably high or unreasonably low) may be a reason for rejection of the Bid at the discretion of the Employer. The Bidder shall not be permitted to revise its Bid after such determination.</p>
<b>35. Comparison of Bids</b>	<p>35.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with the Evaluation Criteria listed in Section III, Evaluation and Qualification Criteria.</p>
<b>36. Qualification of the Bidder</b>	<p>36.1 The Employer shall determine to its satisfaction whether the Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>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.</p>
	<p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.</p>
<b>37. Employer's Right to Accept Any Bid, and</b>	<p>37.1 Subject to Public Procurement Regulatory Authority's Guidelines and notwithstanding ITB 38.1, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any</p>

<b>to Reject Any or All Bids</b>	time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's actions. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
	<b>F. Award of Contract</b>
<b>38. Award Criteria</b>	38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder determined to be qualified to perform the Contract satisfactorily and whose offer is substantially and technically responsive to the Bidding Documents and whose Bid has been determined to be the lowest evaluated Bid.
<b>39. Notification of Award</b>	39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, 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 Letter of Acceptance shall constitute a binding Contract.
	39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its Bid was not selected.
	39.4 Any Bidder has the right to complaint and appeal, but must do so in the manner and format as set down in the Bid challenge system specified in the <b>BDS</b> .
<b>40. Signing of Contract</b>	40.1 Promptly after notification, and after providing for the time period for receipt of Bid Challenges, the Contract shall be signed by the parties i.e the Employer and the successful bidder.
<b>41. Performance Security</b>	41.1 Subject to ITB 34.4 & 39.1, the successful Bidder shall furnish the Performance Security within 28 days of the notification of award and pursuant to Sub-Clause 4.2 of the Contract, using for that purpose the Performance Security Form included in Section VII, Forms of Agreement and Security, or another form acceptable to the Employer. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Employer's country, satisfactory to the Employer.
	41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract within sixty (60) days of the notification of award shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the

	<p>Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>
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## **Section II: Bid Data Sheet (BDS)**

**SECTION II: BID DATA SHEET**

**A. General..... 1**

**B. Contents of Bidding Documents.....1**

**C. Preparation of Bids ..... 2**

**D. Submission and Opening of Bids... .. 3**

**E. Evaluation and Comparison of Bids..... 4**

**F. Award of Contract..... 4**

## Bid Data Sheet

<b>A. GENERAL</b>	
<b>ITB 1.1</b>	<p>The name of the Employer is: <b>MINISTRY OF TRANSPORT, WORKS AND INFRASTRUCTURE AS CONTRACTING AUTHORITY AND NATIONAL ROADS AUTHORITY (NRA) AS IMPLEMENTING AGENCY</b></p> <p>The identification number is: <b>NRA/EPC/Wks/2023/RT-001</b></p> <p>The name of the Contract is: <b>CONSTRUCTION OF ROADS NATIONWIDE</b></p>
<b>ITB 2.1</b>	The Government of the Gambia
<b>ITB 4.6</b>	As of the date of these Bidding Documents, the countries that are subject to sanction or restriction by the appropriate law. <b>NONE</b>
<b>B. CONTENTS OF BIDDING DOCUMENTS</b>	
<b>TB 6.1</b>	A complete Set of Tender documents can be obtained from the address below, upon payment of a non-refundable fee of <b>GMD 25,000</b> during office hours (weekdays from <b>0800hr to 16:00hr GMT</b> , excluding public holidays).
<b>ITB 7.1</b>	<p>For purposes of <b>clarifications</b>, the Employer's address is:</p> <p><b>Attention: Managing Director</b>            Street Address: Bertil Harding Highway, Bijilo.            City: Banjul            ZIP Code: P.O. Box 2396 Serrekunda            Country: The Gambia</p> <p>Email: <a href="mailto:modou@hotmail.com">modou@hotmail.com</a> ; <a href="mailto:jabou.gaye@gmail.com">jabou.gaye@gmail.com</a> ; <a href="mailto:ndeya183@gmail.com">ndeya183@gmail.com</a> ;  <a href="mailto:bakaryyabou@hotmail.com">bakaryyabou@hotmail.com</a> <a href="mailto:georgejatta@gmail.com">georgejatta@gmail.com</a> <a href="mailto:newimage16@hotmail.com">newimage16@hotmail.com</a>            Tel: 999 5056/7028175/7550107/3462701/3972826/9081683</p> <p>The minimum number of days prior to the deadline for submission of Bids to receive any request for clarification is <b>3</b> days.</p> <p>The minimum number of days prior to the deadline for submission of Bids that the Employer will respond is <b>2</b> days.</p>

<b>ITB 7.2</b>	A Site visit <b><u>shall</u></b> be organized.  The Site visit shall take place on the <b>9<sup>th</sup> March 2023 starting from the NRA HQ in Bijilo</b>
<b>ITB 7.4</b>	A pre-bid meeting <b><u>shall</u></b> be held on the <b>8<sup>th</sup> March 2023 at the Conference room of the NRA</b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	Bids shall be submitted in the following languages: <b><u>“English”</u></b> .
<b>ITB 11.1 (i)</b>	The Bidder shall submit with its Bid the following additional documents:  <b><u>“NA”</u></b>
<b>ITB 13.1</b>	Alternative Bids <b><u>are not</u></b> permitted.
<b>ITB 13.2</b>	Alternative times for completion <b><u>are not</u></b> permitted.
<b>ITB 13.4</b>	Alternative technical solutions <b><u>shall</u></b> be permitted.
<b>ITB 14.3</b>	The price quoted by the Bidder shall include the following details: <sup>1</sup>  <b>1. Schedule of Price for Design Services</b> <b>2. Priced Bills of quantities for construction Works</b> <b>3. Aggregated lumpsum price for design and construction of the roads per kilometer</b>
<b>ITB</b>	The prices quoted by the Bidder shall <b><u>NOT</u></b> be subject to adjustment.

<sup>1</sup> Add reference to the Schedule of Prices and Bill of Quantities as may be appropriate.

<b>14.5</b>	
<b>ITB 14.6</b>	Bids being invited for Individual lots.
<b>ITB 15.1</b>	The currency of the Bid shall be in <b><u>GAMBIAN DALASI (GMD)</u></b>
<b>ITB 16.1</b>	Other documents comprising the Technical Offer shall include the following: <b><u>[NONE]</u></b>
<b>ITB 18.1</b>	The Bid validity period shall be: <b><u>120</u></b> days following the Bid submission deadline.
<b>ITB 18.2</b>	The adjustment factor is: <b>N/A</b>
<b>ITB 19.1</b>	The form, amount and currency of the Bid Security shall be <b>2%</b> of the bid amount.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of required copies is <b>3 in English + soft copy.</b>
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB 22.1</b>	For <b>Bid submission purposes only</b> , the submission address is :  Attention: <b>Managing Director - National Roads Authority (NRA)</b>  Street Address: Bertil Harding Highway, Bijilo  City: Banjul  P.O. Box 2396 Serrekunda  Country: THE GAMBIA  The deadline for bid submission is: <b>Date: 22<sup>nd</sup> March 2023 @Time: 11:00 (GMT)</b>
<b>ITB 25.1</b>	The bid opening shall take place at: National Roads Authority – Conference room  Street Address: Bertil Harding Highway City : Bijilo, Floor/Room number: Conference room ZIP Code: P.O. Box 2396 Serrekunda
<b>E. EVALUATION AND COMPARISON OF BIDS</b>	

<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison is: <b>GAMBIAN DALASI - GMD</b>
<b>F. AWARD OF CONTRACT</b>	
<b>ITB 39.4</b>	The Bid Challenge Procedure shall be within the Gambia Public Procurement Authority Act (2022) supported by GPPA regulation 2019

# **Section III**

## **Evaluation and Qualification Criteria**

## SECTION III: EVALUATION AND QUALIFICATION CRITERIA

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## Evaluation and Qualification Criteria

This Section contains criteria that the Employer will use to assess Bidders, evaluate Technical Offers, and financial Bids. To demonstrate its qualifications and develop its Technical Offer, each Bidder shall provide all the information requested in the forms provided in Section IV, Bidding Forms.

### A. ELIGIBILITY AND QUALIFICATIONS

#### 1. Information on Bidders

The Employer shall first establish that the Bidders meet the eligibility and qualification criteria in accordance with the eligibility and qualifications factors set out in part D of this Section III relating to:-

#### 2. Eligibility

#### 3. Historical Contract Non-Performance

#### 4. Financial Situation

5. **Experience** -- general, similar and specific -- as it relates to both design and construction of similar projects.

#### 6. Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the requirements:

The Bidder shall provide details of the proposed key personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

#### 7. Equipment

The Bidder must demonstrate that it **has or can get access** to the key equipment listed:

The Bidder shall provide further details of proposed items of equipment using the relevant Forms in Section IV, Bidding Forms.

**Submittals of Bidders found by the Employer not to meet the eligibility and Qualification requirements shall not be considered for further evaluation.**

## B. EVALUATION OF TECHNICAL OFFER

### 1. Technical Offer

The Technical Offer shall be comprised of the Design and Build Proposal for the Works and other forms as called for in Section IV, Bidding Forms. The Employer, with the assistance of the Bid Evaluation Committee, shall then consider the Technical Offers of the Bidders who have been found qualified.

In so doing, they will examine and analyze the technical aspects of each Bid on the basis of the information supplied by Bidders, taking into account the completeness, consistency and level of detail provided. Consideration shall be given to the following:

S/No.	Requirement	Points (%)
1.	<b>Adequacy of Survey and Design (Including identification of all service lines and traffic studies) Proposal with Employer's Requirements</b> , as it relates to the Works, in accordance with ITB 16, using Form TOF 1.1	35
2.	<b>Adequacy of Material investigation Report with Employer's Requirements</b> , as it relates to the Works, in accordance with ITB 16, using Form TOF 1.2	15
3.	<b>Adequacy of proposal for drainage/hydraulic Report with Employer's Requirements</b> , as it relates to the Works, in accordance with ITB 16, using Form TOF 1.3	10
4.	<b>Adequacy of proposal on Construction Works Requirements</b> , as it relates to the whole of the Works, in accordance with ITB 16, using Form TOF 1.4	15
5.	<b>Adequacy of proposal on Program and schedule</b> , as it relates to the whole of the Works, using Form TOF 1.5	5
6.	<b>Adequacy of proposal on cash flow projections</b> as it relates to the whole of the Works, as submitted by the Bidder, using Form TOF 1.6	2.5
7.	<b>Adequacy of proposal on Construction equipment</b> as it relates to the whole of the Works, as submitted by the Bidder, using Form TOF 1.7	2.5
8.	<b>Adequacy of proposal on Project Management Structure as it relates to the whole of the Works</b> , as submitted by the Bidder, using Form TOF 1.8(a) and 1.8 (b).	5
9.	<b>Adequacy of proposal on Environmental &amp; Social Impact requirements</b> , as submitted by the Bidder, , using Form TOF 1.9	5
10.	<b>Implementation of the technical proposal (detailed design) by an international consultant and the supervision during the execution phase.</b> using Form TOF 1.10	5
	<b>Total</b>	100

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score 75%.

The technical score (St) is determined by adding the points mentioned in the above table for the considered qualified Bidder.

Only those Financial Offers from bidders achieving the minimum technical score shall be evaluated.

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**2. Alternative Completion Times**

N/A

**3. Technical Alternatives**

Applicable

**4. Multiple Lots**

**Applicable**

### C. EVALUATION OF PRICE PROPOSAL

The Bid Evaluation Committee shall first determine whether the financial submissions are complete and compliant with the Instructions to Bidders. Then, they shall examine the following:

1. The Bid Price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Schedule of Prices and Bill of Quantities, but including Daywork items, were priced competitively.
2. Price adjustment for correction of arithmetic errors in accordance with ITB 31.1.
3. Price adjustment due to discounts offered in accordance with ITB 14.4, if any.
4. Adjustment for nonconformities in accordance with ITB 30.3.

As provided in the Schedule of Prices and Bill of Quantities, Bidders shall submit a lump sum fixed price for the Works, including design, and construction. Subject to any adjustments pursuant to the Instructions to Bidders and Conditions of Contract, the lump sum fixed price shall be the Accepted Contract Amount of the successful Bidder.

The technical score ( $S_t$ ) is determined by adding the points mentioned in the above table in section B- Evaluation of technical offer, 1- technical offer, for the considered qualified Bidder.

The lowest evaluated financial proposal ( $F_m$ ) will be granted the maximum financial score ( $S_f$ ) of 100.

The formula for determining the financial scores ( $S_f$ ) of all other proposals, is calculated as following:

$S_f = 100 \times F_m / F$ , in which “ $S_f$ ” is the financial score, “ $F_m$ ” is the lowest price and “ $F$ ” the price of the proposal under consideration.

The weights given to the Technical ( $T$ ) and Financial ( $P$ ) proposals are  $T = 70\%$  and  $P = 30\%$

Proposals are ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weight ( $T =$  the weight given to the Technical Proposal;  $P =$  the weight given to the Financial Proposal;  $T+P = 1$ ) as following:  $S = S_t \times T\% + S_f \times P\%$

The Bid Evaluation Committee shall recommend award of the Contract to the Bidder with the highest score ( $S$ ) as determined according to the above formula, that has been determined to be eligible, qualified, and substantially and technically responsive.

**D. QUALIFICATION**

Eligibility and Qualification Criteria			Compliance Requirements				Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements		
				All Parties Combined	Each Partner	One Partner			
<b>1. Eligibility</b>									
1.1	<b>Nationality</b>	Nationality in accordance with ITB Sub-Clause 4.2	Must requirement	meet	Existing or intended JV must meet requirement	Must requirement	meet	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in ITB Sub-Clause 4.3	Must requirement	meet	Existing or intended JV must meet requirement	Must requirement	meet	N/A	Application Submission Form
1.3	<b>Eligibility</b>	Not having been declared ineligible by the Employer, as described in ITB Sub-Clause 4.6	Must requirement	meet	Existing JV must meet requirement	Must requirement	meet	N/A	Application Submission Form
1.4	<b>Government Owned Entity</b>	Applicant required to meet conditions of ITA Sub-Clause 4.4	Must requirement	meet	Must meet requirement	Must requirement	meet	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>Tax Compliance</b>	Pursuant to ITB Sub-Clause 4.5 the following shall be provided; - Certified Copy of current Tax Compliance certificate from relevant tax Authority valid as of date of bid submission stated in the <b>BDS</b> .	Must requirement	meet	Must meet requirement	Must requirement	meet	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.6	<b>Incorporation &amp; Registration</b>	Pursuant to ITB Sub-Clause 4.1 the following shall be provided; - Certified Copy of Certificate of incorporation to show that the applicant is a registered company and legally authorized to do business in the country of origin.	Must requirement	meet	Must meet requirement	Must requirement	meet	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture		Submission Requirements	
				All Parties Combined	Each Partner	One Partner	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a Contract did not occur within the last <b>five years</b> prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective Contract and where all appeal instances available to the applicant have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N/A	Must meet requirement by itself or as partner to past or existing JV	N/A	Form CON-2(a)
2.2	<b>Failure to Sign Contract</b>	Not being under execution of a Bid Securing Declaration pursuant to Sub-Clause 4.5 for <b>five years</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON-2(a)
2.3	<b>Pending Litigation</b>	All pending litigation shall in total not represent <b>more than ten percent (10%)</b> of the Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement by itself or as a partner to past or existing JV	N/A	Must meet requirement by itself or as a partner to past or existing JV	N/A	Form CON – 2(b)

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Partner	One Partner	
<b>3. Financial Situation</b>							
3.1	<b>Financial Performance</b>	Submission of audited balance sheets or if not required, by the law of the Applicant's country, other financial statements acceptable to the Employer, for the <b>last five years</b> to demonstrate:	Must requirement meet	N/A	Must requirement meet	N/A	Form FIN – 3.1(a) with attachments
		(a) the current soundness of the applicant's financial position and its prospective long-term profitability, and	(a) Must requirement meet	(a) N/A	(a) Must requirement meet	(a) N/A	
		(b) capacity to have a cash flow amount of <b>GMD 100,000,000.00 for Asphalt</b> <b>GMD 75,000,000.00 for DBST</b> <b>GMD 30,000,000.00 for Concrete</b>	(b) Must requirement meet	(b) Must meet requirement	(b) N/A	(b) N/A	Form FIN – 3.1(b) with attachments
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>GMD 250,000,000.00 for Asphalt</b> <b>GMD 100,000,000.00 for DBST</b> <b>GMD 50,000,000.00 for Concrete</b> calculated as total certified payments received for	Must requirement meet	Must requirement meet	<b>Must meet 40% of the requirement</b>	<b>Must meet 80% percent of the requirement</b>	Form FIN – 3.2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements		
				All Parties Combined	Each Partner	One Partner			
<b>4. Experience</b>									
4.1	<b>General Construction Experience</b>	Experience under construction contracts in the role of Prime contractor, or Joint venture member for at least the last <b>Ten [10] years</b> prior to the application submission deadline.	Must requirement	meet	N/A	Must requirement	meet	N/A	Form EXP – 4.1
4.2 (a)	<b>Specific Construction Experience</b>	Participation as Prime contractor or Joint venture member in at least <b>two (2) Projects</b> , that have been successfully and substantially completed within the last <b>five (5) years (2017-2022)</b> and that are similar in complexity to the proposed Works. The 2 projects above referred to must be: <ul style="list-style-type: none"> <li>- <b>One road of 10km</b> minimum in <b>2x1 lanes</b> with a pavement structure including <b>hot asphalt</b> surfacing/ double surface dressing and laterite cement base course in West Africa,</li> <li>- <b>One road of 1km</b> minimum in <b>2x1 lanes</b> with a pavement structure including reinforced concrete <b>surfacing and laterite cement base course in Sub-Saharan Africa</b></li> <li>- minimum cumulated amount for the above project of <ul style="list-style-type: none"> <li>- GMD 500,000,000 for Asphalt</li> <li>- GMD 300,000,000 for DBST</li> <li>- GMD 75,000,000 for Concrete</li> </ul> </li> </ul>	Must requirement	meet	Must requirement	meet	requirement for 1 road of 10 km	N/A	Form EXP 4.2
4.2 (b)		For the above projects completed during the period stipulated in 4.2 (a) above, a minimum construction experience in at least: <ul style="list-style-type: none"> <li>• Earthworks 100,000 m3</li> <li>• Base course with laterite cement 25,000 m3</li> <li>• Asphalt concrete surfacing 6,000 m3</li> <li>• Concrete drain 2500 m</li> <li>• Reinforced concrete 1,000 m3</li> <li>• Road Pavement in concrete 1,000 ml</li> </ul> Provide telephone and email contacts of clients for project undertaken and the cost of each of the projects.	Must requirements	meet	Must requirements	meet	40% of the requirements	Must meet requirement	Form EXP – 4.3

<p>4.3 (a)</p>	<p><b>General Design Experience</b></p>	<p>Experience in carrying out feasibility study, environmental &amp; social impact assessment,  Detailed engineering design, construction supervision and rehabilitation/reconstruction of existing roads in the last <b>Ten (10) years</b> prior to the application submission deadline for the Bidder or its supporting consultancy partner (to provide certificate of partnership with the consultancy). Provide telephone and email contacts of clients for project undertaken</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>Must meet requirement</p>	<p>Form EXP – 4.4 (a)</p>
<p>(b)</p>	<p><b>Experience</b></p>	<p>The applicant or its supporting consultancy partner (to provide certificate of partnership with the consultancy) must have undertaken and completed successfully a detailed engineering design of at least 10 Km, of asphalt/bituminous road Works within the last five (5) years. Provide telephone and email contacts of clients for project</p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>N/A</p>	<p>Must meet requirement</p>	<p>Form EXP – 4.4 (b)</p>

## Section III. Evaluation and Qualification Criteria

**5. Key Personnel**

The Bidder shall make provision for suitably qualified personnel to fill the key positions listed below at minimum as required during Contract implementation. The Bidder shall supply further information on a candidate who shall meet the experience requirements specified below.

All the key personnel shall be fluent in the full use (i.e. the writing, reading and speaking) of the Contract language, which is English and have the ability to communicate ideas freely and easily. In addition, all the key staff described herein, shall be fully computer literate.

**5 (a) Design Team**

<b>No.</b>	<b>Position</b>	<b>Total Work Experience (years)</b>	<b>In Similar Works Experience (years)</b>
1	Highway Engineer	10	5
2	Structural Engineer	10	5
3	Quantity surveyor	10	5
4	Environmentalist	10	5
5	Topographical Engineer	10	5
6	Hydraulic Engineer	10	5
7	Material Engineer	10	5
8	Electrical Engineer	10	5

Submission requirement in Submission Form TOF 1.8 (a) and TOF 1.8 (b).

## 5 (b) Construction Team

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Project Director	15	10
2	Quality Controller	7	5
3	Construction Manager	10	7
4	ES&H Manager	7	5
5	Quantity surveyor	7	5
6	Roads Superintendent	7	5
7	Topographical Surveyor	7	5
8	Material Engineer	7	5
9	Electrical Engineer	7	5

1. Project Director: - Civil Engineer with minimum of 15 years' experience with previous assignments of managerial position in Road Construction (at least 3 projects of bituminous/concrete road in West Africa)
2. Quality Controller: - Civil Engineer or Material Engineer with minimum of 7 years' experience (at least 3 projects of bituminous/concrete road in West Africa)
3. Construction Manager: - Civil Engineer with minimum of 10 years' experience. (at least 3 projects of bituminous/concrete road in West Africa)
4. ES&H Manager: - Minimum of 7 years' experience with 5 years' experience as a professional ES&H manager. (at least 3 projects of bituminous/concrete road in West Africa)
5. Senior Quantity Surveyor - Minimum of 7 years' experience. (at least 3 projects of bituminous/concrete road in West Africa)
6. Roads Superintendent: - Minimum of 7 years' experience. (at least 3 projects of bituminous /Concrete road in West Africa)
7. Topographical Surveyor: - Minimum of 7 years' experience (at least 3 projects of bituminous/concrete road in West Africa)
8. Hydraulic Engineer: - Minimum of 7 years' experience. (at least 3 projects of bituminous/concrete road in West Africa)
9. Geotechnical Engineer: - Minimum of 7 years' experience (at least 3 projects of bituminous/concrete road in West Africa)
10. Electrical Engineer : Minimum of 7 years' experience (at least 3 projects of bituminous/concrete road in West Africa)

The Bidder shall provide further details of the proposed personnel and their experience records in the relevant Information Forms TOF 1.8 (b).

Bidders shall be required to indicate a schedule showing how the key design/construction team personnel will be available and engaged during the entire Contract period.

Bidders should engage Gambian nationals as their key personnel. **The percentage of the KEY PERSONNEL that shall be of Gambian nationality is at least 30%.**

The copy of the degree or certificate and the CV of the staff signed by the person concerned will be authentic. These documents must be written in English. Otherwise, they must be translated into English by a certified translator.

NB: the CV must be signed by the employee. Under penalty of rejection of the proposed staff, the CV must be accompanied by the copy of the required diploma certified compliant to the original (the certification dated less than six (6) months), the copy of the identity card (CNI ) or the certificate of identity. These documents must be in English. For certificates, written in another language, a certified copy must be attached, and they must be translated into English by a certified translator. The number of years of experience will be determined by the number of years of experience in activity, ie the cumulative duration of intervention indicated in the CVs.

### 6. Equipment Capabilities

The Bidder shall own, or have guaranteed access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order at minimum, as listed hereunder and must demonstrate that, based on known commitments, they will be available for timely use in the proposed Contract.

Item N°	Equipment : Type and characteristics	minimum required	Supporting documents	Remarks
1	Asphalt mixing plant of capacity 120 t/h minimum.	1	Purchase invoice or registration card	Applicable to Lot 5, 6 & 7
2	Concrete mixers of 500 l minimum/ 100 l minimum	2	Purchase invoice or registration card	Applicable to all lots
3	Mobile crane of capacity 20 tons	1	Purchase invoice or registration card	Applicable to all lots
4	Concrete batch plant 50 m <sup>3</sup> /h	1	Purchase invoice or registration card	Applicable to all lots
5	Grader CAT 140 or equivalent	4	Purchase invoice or registration card	Applicable to all lots
6	Bulldozer CAT D8 or equivalent	2	Purchase invoice or registration card	Applicable to all lots
7	Loader CAT 966 or equivalent	4	Purchase invoice or registration card	Applicable to all lots
8	Backhoe loader	2	Purchase invoice or registration card	Applicable to all lots
9	Vibrating steel compactor 18 T	3	Purchase invoice or registration card	Applicable to all lots
10	Pneumatic tyre compactor P3 or equivalent	2	Purchase invoice or registration card	Applicable to all lots
11	Vibrating compactor small size (1 m)	2	Purchase invoice or registration card	Applicable to all lots
12	Tandem steel compactor for asphalt	2	Purchase invoice or registration card	Applicable to all lots
13	Bitumen spreader	2	Purchase invoice or registration card	Applicable to all lots

14	Gravel spreader	2	Purchase invoice or registration card	Applicable to all lots
15	Tipper truck 16 m3 for asphalt works	5	Purchase invoice or registration card	Applicable to all lots
16	Tipper trucks 20 m3 for earthworks	15	Purchase invoice or registration card	Applicable to all lots
17	Lowbed truck	2	Purchase invoice or registration card	Applicable to all lots
18	Service truck	1	Purchase invoice or registration card	Applicable to all lots
19	Asphalt paver (5 m with extensions)	1	Purchase invoice or registration card	Applicable to Lot 5, 6 & 7
20	Water tanks 15 m3	5	Purchase invoice or registration card	Applicable to all lots
21	Tractors + sweeper	2	Purchase invoice or registration card	Applicable to all lots
22	Personnel trucks	1	Purchase invoice or registration card	Applicable to all lots
23	Hydraulic Excavator	1	Purchase invoice or registration card	Applicable to all lots
24	Maintenance truck	1	Purchase invoice or registration card	Applicable to all lots
25	Poker vibrators	5	Purchase invoice or registration card	Applicable to all lots
26	Generators	2	Purchase invoice or registration card	Applicable to all lots
27	Compressors	2	Purchase invoice or registration card	Applicable to all lots
28	Cement spreader	1	Purchase invoice or registration card	Applicable to all lots
29	Tractor for cement spreader	1	Purchase invoice or registration card	Applicable to all lots

NB: This list is not exhaustive; the company must provide the additional equipment that it deems necessary for the execution of the works according to the execution plans submitted by the company within the contractual deadlines.

Companies will have to prove that they have the essential equipment for carrying out the work. To this end, they will present proof of ownership (purchase invoices, or commitment to hire equipment to be rented to the tenderer for the entire duration of the work. This commitment must be certified by a notary or by an authorized person in case of contract award or any other supporting document).

- The company must provide the technical characteristics of the equipment assigned to the site, the age of commissioning of earth-moving machinery must not exceed **ten (10) years**.

The Bidder shall provide further details of proposed items of equipment using the relevant Forms in Section IV, Bidding Forms.

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## **Section IV**

# **Bidding Forms**

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**A. Bid Submission Forms**

## Form of Letter of Bid

Name of Contract:

### **Construction of Roads Nationwide (Design and Build)**

**To:**

Gentlemen/Ladies:

We, the undersigned, declare that:

1. We have examined and we have no reservations to the Bidding Documents, including addenda thereto issued in accordance with the Instructions to Bidders.
2. In accordance with the Conditions of Contract, Employer's Requirements, Drawings, and Schedules of Prices and Bill of Quantities, and Addenda Nos. **[Insert Addenda Nos.]** for the execution of the above-named Works, we offer to design, construct and install such Works and remedy any defects therein in conformity with the Conditions of Contract, Employer's Requirements, Drawings, Schedules of Prices and Bill of Quantities, and Addenda for the sum of **[insert amount in numbers and words]** as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the conditions.
3. We acknowledge that the Appendix to Bid forms part of our Bid.
4. We undertake, if our Bid is accepted, to obtain a Performance Security in accordance with the Bidding Documents and commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
5. We agree to abide by this Bid until the date specified in ITB Clause 18 **[insert date]**, and it shall remain binding upon us and may be accepted at any time before that date.
6. Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any Bid you may receive.
8. We certify that we, including any subcontractors and suppliers for any part of the Contract have or will have nationalities from eligible countries in accordance with ITB 4.2.

9. We certify that we and any subcontractors and suppliers for any part of the Contract comply with the requirements of ITB Clauses 3 and 4 of the Bidding Documents. By that, we mean that 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; have not been declared ineligible as described in ITB 4.6 and ITB 3.1(c); and have not been excluded as a result of the laws of **Gambia** or official regulations, or by an act of compliance with a decision of the United Nations Security Council in accordance with ITB 4.7.

10. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state "none")

11. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ In the capacity of \_\_\_\_\_

Duly authorized to sign Bids for and on behalf of \_\_\_\_\_

**[In block capitals or typed]**

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

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

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

Occupation: \_\_\_\_\_

**Form of Bid Security (Bank Guarantee)**

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or  
Office] Beneficiary: \_\_\_\_\_ [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. [IFB number] (The "IFB").

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

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing 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, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders and the Contract.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight (28) 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. 458.

\_\_\_\_\_  
[Signature(s)]

## **B. Bidder Qualification Forms**

**Form ELI-1.1****Bidder Information Sheet**

Each Bidder must fill in this form.

<b>Bidder's legal name</b>	
<b>In case of joint venture or other consortium, legal name of each member</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or similar documents of constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the Bidder named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of joint venture or other consortium, (a) the joint venture or similar documents of constitution and documents of registration of the joint venture or other consortium, or (b) the letter of intent to form the joint venture or other consortium and demonstrating the joint and several liability of all members, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In the case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.4.</p>	

**Form ELI-1.2****Joint Venture Information Sheet**

Each member of a joint venture or other consortium making up the Bidder and each Sub-Contractor must fill in this form.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Member's legal name</b>	
<b>Joint Venture Member's country of constitution</b>	
<b>Joint Venture Member's year of constitution</b>	
<b>Joint Venture Member's legal address in country of constitution</b>	
<b>Joint Venture Member's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Note: Each member of the Joint venture, consortium or other unincorporated grouping of two or more persons shall produce a <b>parent company guarantee</b>. The members of the parties involved shall appoint the leader of the Joint venture, consortium or other unincorporated grouping of two or more persons at the time of tendering providing a single point of contact thereafter.</p> <p><input type="checkbox"/> 2. Articles of incorporation or similar documents of constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 3. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 4. In the case of a government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4.</p>	

## Form CON – 2(a)

### Historical Contract Performance

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

<b>Non-Performing Contracts</b>
<input type="checkbox"/> <b>No non-performance of a Contract in accordance with Sub-Factor 2.1 of Section III (Evaluation and Qualification Criteria)</b>
<b><u>OR</u></b>
<input type="checkbox"/> <b>Non-performance of a Contract in accordance with Sub-Factor 2.1 of Section III (Evaluation and Qualification Criteria)</b>
<b>In the event of a non-performing Contract, clarify/explain your situation according to Sub-Factor 2.1 of Section III, Evaluation and Qualification Criteria.</b>
<b>Failure to Sign a Contract</b>
<input type="checkbox"/> <b>No failure to sign a Contract in accordance with Sub-Factor 2.2 of Section III (Evaluation and Qualification Criteria)</b>
<b>OR</b>
<input type="checkbox"/> <b>Failure to sign a Contract in accordance with Sub-Factor 2.2 of Section III (Evaluation and Qualification Criteria)</b>
<b>In the event of failure to sign a Contract, clarify/explain your situation according to Sub-Factor 2.2 of Section III, Evaluation and Qualification Criteria.</b>

## Form CON – 2(b)

### Contract Performance

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

<b>Pending Litigation</b>			
<input type="checkbox"/> <b>No pending litigation</b> <b><u>OR</u></b> <input type="checkbox"/> <b>Pending litigation</b>			
Year	Employer Data, Contract Identification and Matter in Dispute	Value of Pending Claim in USD. Equivalent	Value of Pending Claim as a Percentage of Net Worth

## Form FIN- 3.1(a)

### Financial Situation

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Financial Data for Previous 5 Years [USD Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

#### Information from Balance Sheet

1. Total Assets					
2. Current Assets					
3. Bank Credit Line Value					
4. Total Liabilities					
5. Current Liabilities					
6. Net Worth (1-4)					
7. Working capital (2+3-5)					

#### Information from Income Statement

<b>Total Revenues (TR)</b>					
<b>Profits Before Taxes (PBT)</b>					
<b>Profits After Taxes (PAT)</b>					

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or member of a joint venture or other consortium making up a Bidder, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN – 3.1(b)****Financial Resources**

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

<b>No.</b>	<b>Source of Financing</b>	<b>Amount (USD)</b>
1		
2		
3		

**Form FIN – 3.2**

**Average Annual Construction Turnover**

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

Annual Turnover Data for the Last 5 Years (Construction only)									
		Year 1	Year 2	Year 3	Year 4	Year 5	Average per year Amount Currency	Exchange Rate	Average per year USD Equivalent

**4. Total Average Annual Construction Turnover**

The information supplied should be the annual construction turnover of the Bidder or each member of a joint venture or other consortium making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to [USD OR ANY OTHER CURRENCY] at the rate of exchange at the end of the period reported.

## Form EXP – 4.1

### General Construction Experience

Each Bidder or member of a joint venture or other consortium making up a Bidder must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

## Form EXP – 4.2

### Similar Construction Experience

Fill in one (1) form per Contract.

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . . . .	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> SubContractor	
<b>Total Contract Amount</b>	<b>USD</b>	
<b>If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total Contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer’s Name Address Telephone/Fax Number E-mail</b>		
<b>Description of the similarity in accordance with Sub-Factor 4.2 (a) of Section III</b>		

### Form EXP – 4.3

### Specific Construction Experience in Key Activities

Fill in one (1) form per Contract.

Contract with Specific Key Activities		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b>	<input type="checkbox"/> <b>Management</b> <input type="checkbox"/> <b>SubContractor</b>
<b>Total Contract Amount</b>	<b>Contractor USD</b>	
<b>If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total Contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer’s Name Address Telephone Number Fax Number E-mail</b>		
<b>Description of the key activities in accordance with Sub-Factor 4.2 (b) of Section III</b>		

**Form EXP – 4.4(a)**

**General Design Experience**

Each Bidder or its supporting consultancy or the designated designer of a Bidder that is a joint venture or other consortium must fill in this form.

<b>General Design Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the Engineering Designs Developed by the Bidder</b>	<b>Role of Bidder</b>

## Form EXP – 4.4(b) Similar

### Design Experience

Fill in one (1) form per Contract.

Contract of Similar Size and Nature			
Contract No . . . . . of . . . . .	Contract Identification		
Award Date	Completion Date		
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Designer <input type="checkbox"/> SubContractor		
Total Contract Amount	USD		
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total Contract amount	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Percent of Total</td> <td style="width: 50%; text-align: center; border: none;">Amount</td> </tr> </table>	Percent of Total	Amount
Percent of Total	Amount		
Employer’s Name Address Telephone/Fax Number E-mail			
Description of the similarity in accordance with Sub-Factor 4.3(b) of Section III			

## **C. Technical Offer Forms**

## Form TOF – 1.1

### Survey and Design Proposal

The Bidder shall prepare the following documents that will form the Design Proposal:

1. Preliminary Engineering Design report with a detailed Book of drawings attached.
  - a) The Preliminary Design report shall include all elements of the Works specified in the Employer's Requirements including traffic count and service identification.
  - b) The Preliminary engineering design report shall have a summary page stating the pavement structure offer with a corresponding typical road cross-section. The summary page shall also highlight areas where the bidder's engineering design offer is an improvement of or departure from the concept design if provided by the Employer.
  - c) **The Bidder shall provide a pavement structure offer with a corresponding typical road cross-section.**
  - d) Drawings scales shall range from 1:100 to 1:500, or as otherwise specified in the Employer's Requirements.
  - e) For the purpose of this clause, an improvement in the concept design shall constitute either of the following: an offer on a superior pavement structure than implied in the Employer's requirement, an offer on a superior non-motorised traffic facility than implied in the Employer's requirement; an offer in a superior road safety measure than implied in the Employer's requirement.
2. Commentary on the Employer's Requirements, including status of the information available and relevant design issues for the Works, detailing how the critical requirements will be achieved.
3. Comments on any errors or defects noted in the Employer's Requirements, along with details of any exceptions taken from the Employer's Requirements. However, pursuant to Clause 5.1, the Employer will not be responsible for any error, inaccuracy or omission of any kind in the Employers requirements.
4. Detailed Design Proposal comprising of a discussion of how the Bidder proposes to develop the design at key stages, including a commentary on any necessary mapping and/or survey work and the proposed design methodology for key elements of the Works.
5. Environmental and Social Impact Mitigation Proposal comprising of a discussion of how the Bidder proposes to incorporate environmental and social considerations, including the prevention of negative impacts, minimization of resettlement, and inclusion of mitigation measures and health and safety concerns into the design, including proposed methods for coordinating design work with concurrent environmental management plan and resettlement planning documents, e.g. resettlement policy framework or resettlement action plan (if required) development.<sup>2</sup>
6. Name, qualifications, and particulars of the Design Partner and designers in charge of the design of the Works.
7. Proposed names of suppliers and details for all essential equipment items, including but not limited to such items as [insert list as may be appropriate]. Manufacturers' brochures and details of the main items and equipment, especially those listed above, and indication of availability when needed in the general project timeframe, respectively, shall accompany specifications.

## Form TOF – 1.2

### Material Investigation Report

Each Bidder shall set out details of the proposed Method of material investigation for the Works to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Investigation Methodology proposal comprising of details of the arrangements and methods which the Bidder proposes to adopt for the investigation of the various stages of the designed Works mainly on the road, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Appendix to Bid.
- (b) Site access coordination proposal outlining the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) Logistics and traffic management plan proposal [*as may be appropriate*].
- (e) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.
- (f) Material testing proposal outlining the arrangements, which the Bidder proposes for testing of materials for construction and testing upon completion as called for in the Employer's Requirements.
- (g) Training of Employer's staff proposal outlining the arrangements, which the Bidder proposes for conducting training as specified in the Employer's Requirements.
- (h) Quality Assurance plan and control proposal outlining the quality assurance plans and quality controls, including the teams to be involved.

## Form TOF – 1.3

### Proposal for Hydraulic and Drainage Structure

Each Bidder shall set out details of the proposed Method of survey design and construction for the Hydraulic and Drainage to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Construction Methodology proposal comprising of details of the arrangements and methods which the Bidder proposes to adopt for the construction of the various stages of the designed Works including the structures and various pavement layers, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Appendix to Bid.
- (b) Site access coordination proposal outlining the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (e) Logistics and traffic management plan proposal *[as may be appropriate]*.
- (f) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.
- (g) Material testing proposal outlining the arrangements, which the Bidder proposes for testing of materials for construction and testing upon completion as called for in the Employer's Requirements.
- (i) Hand-over of completed Works proposal outlining the arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (j) Quality Assurance plan and control proposal outlining the quality assurance plans and quality controls, including the teams to be involved.

<sup>2</sup>For the avoidance of doubt, resettlement of any persons pursuant to the resettlement action plan shall be the responsibility of the Employer.

## Form TOF – 1.4

### Construction Method Proposal

Each Bidder shall set out details of the proposed Method of construction for all the other Works to demonstrate how it will meet the Employer's objective and requirements. At a minimum, the Method Statement shall address the following:

- (a) Construction Methodology proposal comprising of details of the arrangements and methods which the Bidder proposes to adopt for the construction of the various stages of the designed Works including the structures and various pavement layers, in sufficient detail to demonstrate their adequacy to achieve the requirements of the Contract including completion within the Time for Completion stated in the Appendix to Bid.
- (b) Site access coordination proposal outlining the arrangements, which the Bidder proposes to adopt to manage coordination of Site access.
- (c) Commentary on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints.
- (d) [Commentary on any offshore or waterfront aspects of the Works.]
- (e) Logistics and traffic management plan proposal *[as may be appropriate]*.
- (f) Outline of the arrangements, which the Bidder proposes to adopt to ensure compliance with the Employer's Requirements.
- (g) Material testing proposal outlining the arrangements, which the Bidder proposes for testing of materials for construction and testing upon completion as called for in the Employer's Requirements.
- (h) Training of Employer's staff proposal outlining the arrangements, which the Bidder proposes for conducting training as specified in the Employer's Requirements.
- (i) Hand-over of completed Works proposal outlining the arrangements for handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any additional matters.
- (j) Quality Assurance plan and control proposal outlining the quality assurance plans and quality controls, including the teams to be involved.
- (k) [Insert anything else, as may be appropriate.]**

## Form TOF – 1.5

### Program and Schedule

Each Bidder shall set out a detailed Program and Schedule for design and construction of the Works to be undertaken, including estimated start and finish dates for individual components and identification of major milestones and critical path. The proposed Program and Schedule shall be developed according to Employer's Requirements and shall address the following:

- (a) Details of the proposed schedule for design of the Works, including the submission of design documents, review, and approval of the design by the Engineer.
- (b) Details of the proposed schedule for permitting processes that may be necessary in order to commence the Works, including the preparation of required studies, supporting information, and applications.
- (c) Details of the proposed timeline for carrying out the Works within the Time for Completion, in the form of a bar chart showing notably the major milestones and the critical path.
- (d) Details of the proposed timeline for the testing, commissioning and handing over of the completed Works.
- (e) *[Other proposed measures as may be appropriate].*

## Form TOF – 1.6

### Cash Flow Projection

Each Bidder shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, **both the percentage of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount per month**. The Cash Flow Projection shall address the following, taking into consideration payment of the Advance Payment, amortization of the Advance Payment, withholding of the Retention, and release of the Retention:

### Form TOF – 1.7

### Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## Form TOF – 1.8 (a)

### Project Management Organization

The Bidder shall set out details of the Project Management Organization, together with identification and Curriculum Vitae (“CV”) for each key member for each component of the Project.

CVs are provided for the key personnel for the following positions, using the forms provided in Form EXP 5.1 for that purpose:

No.	Position	Total Related Work Similar Experience (years)	Experience in Similar Designs and/or Works (years)
1			
2			
3			
4			
5			

In particular, the Bidder must provide the names and particulars of the individuals from the proposed design partner to prepare the design of the Works.

In addition, the Bidder shall provide the following information:

- (a) organizational chart showing lines of communications as well as communications plan for managing communications with key stakeholders;
- (b) plans for subcontracting any parts of the Works and the services to be carried out or the Plant and Equipment to be provided by subcontractors;
- (c) Data management plan in accordance with the Employer’s Requirements, describing the proposed system for storing, indexing, and accessing data such as correspondence, meeting minutes, reports, drawings, etc.

**Form TOF-1.8 (b)  
Key Personnel**

**CURRICULUM VITAE (CV)**

**Key personnel to be designated for the project taking into consideration the estimated scope and commencement period**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{ Insert full name }
<b>Date of Birth:</b>	{ day/month/year }
<b>Country of Citizenship/Residence</b>	

Education: { List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained } \_\_\_\_\_

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/contractor to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

The applicant shall submit the following:

- Proposed organization chart
- CV for proposed Engineering Staff (i.e., Project Manager, Site Agent, etc...)

*[All CVs of Key Personnel must be signed and dated by them during the Bid preparation period.]*

**Form TOF – 1.9****Environmental & Social Impact Documents**

The Bidder shall provide the necessary documents to show that it has in place sufficient environmental and social documents and awareness to be able to perform responsibilities in accordance with the National Environment Agency (NEA) Environmental Guidelines and the Employer's Country's Environmental Laws.

The successful Bidder will be required to design and carry out the Works in accordance with NEA Environmental Guidelines, including social and resettlement guidance, Gambian Laws on Gender Policy, and environmental requirements of the Employer's Government as well as the Site-specific Environmental Management Plan ("EMP"), to be prepared by it following Contract award, and approved by the Engineer. The Bidder shall demonstrate in a narrative section of its Technical Offer that it possesses a high level of Environmental and Social ("E&S") management expertise and can successfully manage the E&S risks associated with the implementation of the proposed Works.

**Form TOF 1.10****Proposed Consultant**

The Bidder shall provide the necessary documents to show that it has in place an international consultant to partner/employ as designer with track record to be able to execute the client's requirement.

**Form TOF - 1.11****QUALITY ASSURANCE REQUIREMENTS**

Quality management system, describing the basis and operation of the proposed quality management system, including management reviews, procedural audits, checking, procedures for monitoring, reporting and dealing with nonconformities, corrective actions, and feedback and

## Part II

**Section V**  
**General Conditions of Contract**

## **GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Conditions of Contract for EPC/Turnkey Projects” First Edition 1999, as prepared by the Fédération Internationale des Ingénieurs-Conseils (“FIDIC”). These General Conditions are subject to the variations and additions set out in the section of this Contract entitled “Conditions of Particular Application.”

**SECTION VI**

**CONDITIONS OF PARTICULAR APPLICATION**

### **Conditions of Particular Application**

The following Conditions of Particular Application (“COPA”), shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the COPAs shall prevail over the General Conditions of Contract.

The Conditions of Particular Application include;

1. Part A: Appendix To Tender
2. Part-II B: Particular Conditions
3. Annex A and B: Additional Provisions.

The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for EPC/Turnkey Projects" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions,” which include amendments and additions to such “General Conditions”.

The Particular Conditions are set out hereunder. The Clauses in the Particular Conditions are additional to or as amendment to the General Conditions of Contract.

In the preparation of these Conditions of Particular Applications the document followed is Conditions of Contracts for EPC/Turnkey Projects FIDIC, 1999.

Any change, deviation, deletion or addition to Conditions of Contract for EPC/Turnkey Projects FIDIC, 1999 has been recorded in the Particular Applications with same clause or sub clause reference.

Conditions	Sub- Clause	Data
<b>Tender Security (Bank Guarantee only)</b>		In GMD 2% of tender sum
<b>Employer's name and address</b>	1.1.2.2	PERMANENT SECRETARY – MOTWI MDI ROAD, KANIFING
<b>Employer's Representative name and address</b>	1.1.2.4 &3.1	MANAGING DIRECTOR – NRA BERTIL HARDING HIGHWAY, BIJILO
<b>Base Date</b>	1.1.3.1	<u>28</u> days prior to the latest date for submission of the tender.
<b>Commencement Date from Employer's order to commence</b>	1.1.3.2 &8.1	<u>28</u> days
<b>Time for Completion of Design-Build</b>	1.1.3.3 & 8.2	12 to 48 months split into phases
<b>Defects Notification Period</b>	1.1.3.7	<u>12 Months.</u>
<b>Parts of the Works that shall be designated a Section for the purposes of the Contract</b>	1.1.5.6	NONE
<b>Electronic transmission systems</b>	1.3	Email
<b>Address of Contractor for communications:</b>	1.3	<i>To be inserted by the Tenderer</i>
<b>Governing Law</b>	1.4	Laws of the Republic of <b>The Gambia</b>
<b>Ruling language</b>	1.4	English

Conditions	Sub-Clause	Data
<b>Language for communications</b>	1.4	English
<b>Joint and Several Liability</b>	1.14	In case of a JV or Consortium, Each member of the parties involved shall produce a parent company guarantee. The members of the parties involved shall appoint the leader at the time of tendering
<b>Time for access to the Site</b>	2.1	<u>Seven (7)</u> days after Commencement Date
<b>Performance Security</b>	4.2	The performance security will be in the form of a Bank Guarantee in the amount(s) 10% of the Contract Price stated in the Contract Agreement payable in the currencies and proportions in which the Contract Price is payable.
<b>Normal working hours</b>	6.5	Normal working hours are: Monday to Friday: 08.00 to 13.00 Hrs 14.00 to 17.00 Hrs
<b>Contractor's Personnel</b>	6.9	N/A
<b>Time for Completion of each Lot</b>	8.2	<i>LOT 1: 30 months</i> <i>LOT 2: 22 months</i> <i>LOT 3:48 months</i> <i>LOT 4:14 months</i> <i>LOT 5:22 months</i> <i>LOT 6:41 months</i> <i>LOT 7:44 months</i> <i>LOT 8:12 months</i> <i>LOT 9:12 months</i>
<b>Time for submission of Program of Works</b>	8.3	28 days after Order to Commence
<b>Delay damages relating to Design-Build</b>	8.7	Delay of completion - 0.02 % of the Contract Price per day.
<b>Maximum amount of delay damages</b>	8.7	<u>5</u> % of the Contract Price.
<b>Currencies for payment of Contract Price</b>	13.4 & 14.15	Payments shall be made in <b>GAMBIAN DALASIS ONLY</b>
<b>Percentage rate to be applied to Provisional Sums</b>	13.5.(b)(ii)	<u>15%</u>
<b>Adjustments for Changes in Costs</b>	13.8	<b>NOT APPLICABLE</b>
<b>Amount of Advance Payment</b>	14.2	<u>20</u> % Percentage of the Contract Price stated in the Contract Agreement payable in the

		currencies and proportions in which the Contract Price is payable less provisional sums.
<b>Advance Payment Security</b>	14.2	<u>Full amount of the advance in the form of Unconditional Bank Guarantee</u>

Conditions	Sub-Clause	Data
<b>Repayment amortization rate of advance payment</b>	14.2(b)	25% of the amount of each Payment Certificate.
<b>Percentage of Retention</b>	14.3	<b>5%</b> of the amount of each Payment Certificate.
<b>Limit of Retention Money</b>	14.3	<b>10%</b> of the Contract Price.
<b>Schedule of Payments</b>	14.4	The Tenderer must provide a schedule of payments proposing major milestones against which interim payment certificate shall be processed as per the Table: Schedule of Payments below. <i>(To be filled by the Tenderers)</i>
<b>Plant and Materials</b>	14.5	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped en route to the Site <u>not applicable</u> .
	14.5	Plant and Materials for payment when delivered to the Site <u>at 80% of the material value</u>
<b>Minimum Amount of Interim Payment Certificates</b>	14.7	Payment to commensurate for a minimum milestone of the project 2.5% of the contract sum
<b>Financial Charges for delayed Payments to the Contractor</b>	14.8	n/a.
<b>Limitation of Liability</b>	17.6	Total liability of the Contractor shall not exceed the Contract Price
<b>Employer's Risks to be insured if different from sub – clause 17.1</b>	18.2(a)	<i>None</i>
<b>Employer's Risks to be insured if different from sub – clause 18.1</b>	18.2(a)	<i>None</i>
<b>Insurance for Works ( amount required)</b>	18.2	Full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit.
<b>Insurance Contractor's equipment, materials and documents (amount required)</b>	18.2	Full replacement value including delivery to site.
<b>Amount of insurance required for injury to persons and damage to property</b>	18.3	Minimum <b>GMD 10,000,000</b> per occurrence, with the number of occurrences unlimited
<b>Amount of insurance required for Contractor's Personnel</b>	18.4	<u>20%</u> of the Contract Price

<b>Conditions</b>	<b>Sub- Clause</b>	<b>Data</b>
<b>Liability for breach of Professional Duty ( amount required)</b>	18.4	<u>20%</u> of the Contract Price
<b>Period for which professional liability insurance required</b>	18.4	Full period of the Contract
<b>Date for appointment of DAB</b>	20.3	Within 28 days after receipt of Notice of dissatisfaction by any party issued under Sub-clause 20.1(d) or 20.2
<b>The DAB shall comprise</b>	20.3	Three Members
<b>Appointing entity (official) for DAB members, if not agreed.</b>	20.4	<i>President of FIDIC</i>

<b>SCHEDULE OF PAYMENTS</b> <i>(To be provided by the Tenderer and negotiated with the Employer upon approval of the detailed engineering design)</i>			
<b>Interim Certificate No.</b>	<b>Percentage of the Contract Price</b>	<b>Progress (Milestones) achieved for Permanent Works against which the interim payment Certificate is to be processed.</b>	<b>Target due date (Months)</b>
1	20% (Advance Payment)	Performance Security, Advance Payment guarantee	1 <sup>st</sup> Month
2			
3			
-			
-			
n <sup>th</sup>		All Works Completed as per the Contract	as per lot

**NOTE: This is a milestone-based project, following the progress of the works.**

## Part-II B Particular Conditions

<b>1. GENERAL PROVISIONS</b>		
<b>Definitions</b>	<b>Clause</b>	
The Contract	1.1.1.1	<i>Amend the clause by adding the following at the end:</i> “The words ‘Agreement’ and ‘Contract’ are used interchangeably.”
	1.1.1.4	<i>Amend the clause by adding the following at the end:</i> “The word ‘tender’ is synonymous with ‘Bid,’ and the words ‘Letter of Tender’ with ‘Letter of Bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid,’ and the words ‘tender documents’ with ‘Bidding Documents.’”
	1.1.2.3	<i>Amend the clause by adding the following at the end:</i> "Contractor" means the Successful Bidder and its legal successors and permitted assigns.
		<i>Add the following sub-clauses defined terms to read as follows</i>
Dates, Tests, Periods and Completion	1.1.3.3	The Time for Completion is 12 to 48 Months depending on lots
	1.1.3.7	The Defects Notification Period for the Works shall be 12 calendar months unless otherwise stated in the Appendix to Tender.
	1.1.4.5	Local Currency means Gambian Dalasi (GMD) unless otherwise stated in the Appendix to Tender.
Works and Goods.	1.1.5.4	<b>Permanent Works</b> are the Works awarded to and executed by the Contractor.
Other Definitions	1.1.6.9	"Public Utilities" means pipes for water supply, gas/oil and sewage; the overhead and underground transmission facilities of electricity and telecommunication etc.
Interpretation	1.2	<i>Amend by adding the following at the end:</i> “In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise stated in the Appendix to Tender.”

Law and Language	1.4	<p><i>Amend by adding the following at the end:</i></p> <p>The Contract shall be governed by the laws in force of the Republic of the Gambia.</p> <p>The ruling Language and the language for communication shall be English unless otherwise stated in the Appendix to Tender.</p> <p>The communication including for giving or issuing of approvals certificates, consents, determination, notices and requests shall be in writing.</p>
Priority of Contract Documents	1.5	<p><i>Amend the clause as follows;</i></p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence.</p> <p>The Contract Agreement;  The Letter of Award;  The Conditions of Contract for EPC/Turnkey Projects Part-II, Particular Conditions, FIDIC 1999;  The Conditions of Contract for EPC/Turnkey Projects Part-I, General Conditions, FIDIC 1999;  The Employer's Requirements;  The Tender, and any other documents forming part of the Contract, and  Preliminary Design Drawings (Separate set)</p>
Confidential Details	1.12	<p><i>Add new second paragraph to Sub-Clause 1.12</i></p> <p>“Each of the Parties shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the design and of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or, with the prior consent of the Employer, information otherwise reasonably required to establish its qualifications to compete for other projects. If any dispute arises as to the necessity of any publication or disclosure of the details of the Contract, the same shall be referred to the Employer whose determination shall be final. The Contractor shall ensure that the requirements imposed on the Contractor by this Sub-Clause apply equally to each Sub-Contractor.”</p>
Compliance	1.13	<p><i>Add new subparagraph to Sub-Clause 1.13</i></p>

with Laws		<p>(c) <u>Add Disclosure Clause:</u></p> <p>Contractor hereby declares that he has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from the Client or any administrative subdivision or agency thereof or any other entity owned or controlled by the Client through any corrupt business practice. Without limiting the generality of the foregoing, Contractor represents and warrants that he has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to any person within or outside Gambia either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, contractor, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a Contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Client, except that which has been expressly declared pursuant hereto. Contractor certifies that he has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Client and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.</p> <p>Contractor accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. He agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Client under any law, Contract or other instrument, be voidable at the option of the Client.</p> <p>Notwithstanding any rights and remedies exercised by the Client in this regard, Contractor agrees to indemnify the Client for any loss or damage incurred by he on account of its corrupt business practices and further pay compensation to the Client in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Contractor as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Client.</p>
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		(c) No member or officer of the Employer or anyone of their respective staff or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
Joint and Several Liability	1.14	<i>Add the following paragraph at the end of sub-clause (c)</i> “Each member of the Joint venture, consortium or other unincorporated grouping of two or more persons shall produce a parent company guarantee. The members of the parties involved shall appoint the leader of the Joint venture, consortium or other unincorporated grouping of two or more persons at the time of tendering providing a single point of contact thereafter. The Employer shall not wish to be involved in a dispute between the members of the Joint venture, consortium or other unincorporated grouping of two or more persons.”
<b>2. THE EMPLOYER</b>		
Right of Access to the Site	2.1	<i>At the end of the first paragraph insert:</i>  "The Employer shall provide the Contractor with the documents in relation any encumbrances and utility lines within the ROW in advance to avoid unnecessary delays".
Permits, License or Approvals	2.2 (b) (iii)	"All Permits, Licenses or Approval are in place”.
	2.2 (c)	The Employer to provide details of width of ROW available along the alignment.
<b>3. THE EMPLOYER'S ADMINISTRATION</b>		
Employer's Duties and Authority	3.1	<i>With reference to Clause 3.1, the following provision shall also apply:</i>  Where used in the Contract the word ‘Engineer’ shall also refer to the Employer’s Representative. An Employer's Representative shall be procured by the Employer through a separate communication. The Employer's Representative through his assistants may review progress and other assigned functions like approvals and certification etc. as shall be required from time to time.
<b>4. THE CONTRACTOR</b>		
Performance	4.2	<i>Add new paragraph at end of Sub-Clause 4.2</i>

e Security		<p>The Contractor shall provide performance security for his proper performance of the Contract to the Employer within 28 days of notification of award.</p> <p>The Performance Security shall be in the form of irrevocable and unconditional bank guarantee, issued either (a) by a bank located within Gambia, or (b) directly by a foreign bank acceptable to the Employer, of an amount equivalent to 10% of the Contract Price stated in the Contract agreement/as stipulated by the Employer in the Appendix to Tender.</p> <p>Without limitation to the provisions of the preceding paragraph, whenever the Employer's Representative determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price, the Contractor, at the Employer's Representative's written request, shall promptly increase the value of the Performance Security by an equal percentage.</p>
Subcontractors	4.4	The Contractor shall not Subcontract any part of Works without issuing relevant notice and obtaining prior approval of the Employer.
Safety Procedure	4.8	<p><i>Add the following paragraph at the end of sub-clause (e);</i></p> <p>The Contractor shall notify the Employer within 48 hours or as soon as reasonably possible after the occurrence of any accident which has resulted in damage or loss of property, disability or loss of human life, or which has or which could reasonably be foreseen to have a material impact on the environment and shall submit to the Employer no later than 28 days after the occurrence of such an event, a summary report thereof.</p>
Quality Assurance	4.9	<p><i>Add the following paragraph at the end of paragraph two;</i></p> <p>The Employer or Employer's representatives and their assistants shall review the documents so submitted for compliance with the requirements of the Contract. Non-compliance noted shall be brought to the attention of the Contractor for action.</p>
Protection of the Environment	4.18	<p><i>Add the following paragraph at the end of paragraph two;</i></p> <p>The Contractor shall apply the recommendations of the Environmental and Social Management &amp; Monitoring Plan ('ESMMP') as detailed in the NEA License and the ESIA Report in respect of this project as well as any others contained in the Employer's Requirements, in respect of safety, security and protection of the environment.</p> <p>The Contractor shall request written confirmation from the Employer that actions requiring completion by the approved Resettlement Action Plan ('RAP') have been completed before construction is initiated on the Works or each Section (as the case may be). The Contractor shall also immediately notify the Engineer of any land acquisition or resettlement needs resulting from the design or Works that have not been addressed by the RAP. No work shall commence in any such</p>

		<p>newly identified area without the approval of the Employer's Representative.</p> <p>The Contractor shall implement health and safety requirements of the approved EMPs and directives issued as a result of periodic inspections to be undertaken as part of the supervisory role required of the Employer's Representative, to ensure compliance with the requirements of the EMPs.</p> <p>The Contractor shall be responsible for ensuring that all Sub Contractor's and Contractor's Personnel understand and operate in accordance with the principles and requirements of the environmental and social impacts provisions of this Sub-Clause and that the same standards apply to the Sub-Contractor's environmental and social impacts management systems and environmental and social impacts performance.</p> <p>The Contractor's program shall demonstrate clearly the procedures and methods of working that the Contractor and its Sub-Contractors will adopt to comply with the environmental and social impacts requirements of this Sub-Clause.</p> <p>The Contractor shall ensure the adequate disposal of construction and excavation wastes.</p> <p>The Contractor shall restore the Site to original conditions or to a state as set out in the Employer's Requirements after the completion of the Works.'</p>
Progress Report	4.21	Monthly progress reports shall be prepared by the Contractor and submitted to the Employer three (3 No.) copies in spiral bound form and 10 No. CD soft copies in MS Windows editable format unless otherwise stated in the Contract.
<b>5. DESIGN</b>		
General Design Obligations	5.1	<p><i>Add at the end of sub-clause 5.1 (General Design Obligation) the following paragraph</i></p> <p>The Employer's Requirements shall be kept in view in the preparation of detailed design and deliverables. The Contractor shall produce detailed drawings and design calculations and other supporting data following his own Site investigations and findings to prepare a suitable design for the Works. The Contractor shall bear the full responsibility to the adequacy of his design. The obligations of indemnity bond are covered by the performance security. The scope of work included in the detailed design to which the Contractor shall be responsible is as described in the Employer's Requirements. The cost of the Detailed Design is included in the accepted Contract Price.</p> <p>The Contractor undertakes that the designers shall be available to attend discussions with the Employer at all reasonable times, until the</p>

		<p>expiry date of the relevant Defect Notification Period.</p> <p>The detailed design is to be prepared and submitted to the Employer keeping in view Employer's requirements along with the Standard specifications for Roads and Bridge Construction in Gambia.</p>
Contractors Documents	5.2	<p><i>Add following paragraph to sub clause 5.2</i></p> <p>The Contractor shall be required to submit the following reports/documents to the Employer's Representative during the construction and at the completion of the Works for approval or otherwise as a routine submission.</p> <p>Three (3 No.) hard copies</p> <ol style="list-style-type: none"> <li>1. Programme of Work within period stated in Appendix to Tender.</li> <li>2. Design Reports</li> <li>3. Final Drawings</li> <li>4. Monthly &amp; Quarterly Progress Report</li> <li>5. EIA Report</li> <li>6. Preliminary Materials Investigation Report</li> <li>7. As-built Drawings, including cross-sections and cross drainage structures</li> <li>8. Final Construction &amp; Maintenance Report, including Maintenance Manuals</li> <li>9. Any other reports as shall be required by the Employer.</li> </ol> <p>No extra cost will be paid to the Contractor for detailed design drawings and needed site investigation. These costs are deemed to be included in the accepted Contract Price.</p>
Technical Standards and Regulations	5.4	<p><i>Add the following paragraph at the end of paragraph two;</i></p> <p>The design, construction and tests shall comply with relevant technical standard (a copy is separately provided), which is widely used in Gambia for A-class Road.</p> <p>The design and construction under this Contract shall be undertaken in accordance with the latest standards and design and any other material stated elsewhere in the Contract especially under the Employer's requirements:</p> <ul style="list-style-type: none"> <li>• Road Design Manual, Part I; "Geometric Design of Rural Roads", January 1979</li> <li>• Road Design Manual, Part III; "Materials and Pavement Design for New Roads", August 1987</li> <li>• Road Design Manual, Part IV; "Bridge Design", August 1993</li> </ul>

		<ul style="list-style-type: none"> <li>○ Part I, “Road Markings” and,</li> <li>○ Part II, Manual for Traffic Signs to be suggested</li> </ul> <p>•</p> <p>Traffic surveys shall generally be carried out following the guidelines and recommendations of the TRL Overseas Road Note 40: <i>A guide to axle load surveys and traffic counts for determining traffic loading on pavements, TRL Ltd, Crowthorne, Berkshire, UK 2004.</i></p> <p>The Environmental and Social Impact Assessment (ESIA) study will be in accordance with the NEA Guidelines</p> <p>The safety audit shall be carried out in accordance with the Road Safety Audit Manual/guidelines or any other internationally accepted standards and as agreed with the Employer.</p>
<b>6. STAFF AND LABOUR</b>		
Working Hours	6.5	<p><i>Add the following paragraphs at the end of sub-clause (c)</i></p> <p>If the Contractor requests permission to work on locally recognized days of rest, or outside normal working hours, then if the Employer shall grant such permission, the Contractor shall not be entitled to any additional payments for so doing. All such work shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages or account of noise or other disturbance created while or in carrying out all such work and from and against all claims, demands, proceedings, costs charges and expenses whatsoever in regard or in relation to such liability.</p> <p>In addition the Contractor shall provide, where applicable, adequate lighting and other facilities so that the work is carried out safely and properly.</p> <p>In the event of the Employer granting permission to the Contractor to work on locally recognized days of rest, or outside normal working hours, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.”</p>
Health and Safety	6.7	<p><i>Add the following paragraphs at the end of paragraph three;</i></p> <p>The Contractor shall conduct an HIV-AIDS awareness program in the</p>

		<p>project areas as required by the approved ESMMP via an approved service provider, and shall undertake such other measures as are specified in the Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals."</p> <p>The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats, and other pests and reduce the dangers to health and the general nuisance caused by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and shall take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site.</p> <p>Such treatment shall be carried out at least twice a year or as instructed by the Employer's Representative. The Contractor shall warn his staff and labour of the dangers of bilharzia and wild animals.</p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.</p>
Contractor's Superintendence	6.8	<p><i>Add the following paragraphs at the end of paragraph two;</i> All Contractors' Superintendence shall have a working knowledge of English.</p>
Contractor's Personnel	6.9	<p><i>Add the following at the end of paragraph two;</i> Unless otherwise stated in the Appendix to Tender, the Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works. The Contractor shall ensure that these personnel are provided with the required visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their country of domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial."</p> <p>The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or</p>

		<p>physical, mental, spiritual, moral, or social development.</p> <p>Contractor's engagement of local personnel shall give preference to locals from within the project location. While recruiting the rest of the personnel, the staff recruited should represent the face of Gambia.</p>
Records of Contractor's Personnel and Equipment	6.10	<p><i>Add the following at the end of paragraph one;</i></p> <p>The Personnel details/records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be available for inspection by Employer's Representatives and or auditors or parties authorized by the Employer during normal working hours.</p>
Burial of the Dead	6.12	<p><i>Add new Sub-Clause 6.12</i></p> <p>Any employee, who has died while working on site or met a fatal accident while engaged upon the Works, shall be provided all necessary facilities for burial as per the applicable Laws.</p>
Outbreak of Epidemics	6.13	<p><i>Add new Sub-Clause 6.13</i></p> <p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.</p>
Trade in Drugs	6.14	<p><i>Add new Sub-Clause 6.14</i></p> <p>The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances, and Government Regulations or Orders for the time being in force, import, sell, give, barter, or otherwise dispose of any drugs, or permit or suffer any such importation, sale, gift, barter, or disposal by his subcontractors, agents, staff, or labour.</p>
Arms and Ammunition	6.15	<p><i>Add new Sub-Clause 6.15</i></p> <p>The Contractor shall not give, barter, or otherwise dispose of, to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.</p>
Festivals and Religious Customs	6.17	<p><i>Add new Sub-Clause 6.17</i></p> <p>The Contractor shall, in all dealings with his staff and labour, have due regard to all recognized festivals, days of rest, and religious and other customs.</p>
<b>8. COMMENCEMENT, DELAYS AND SUSPENSION</b>		
Time for Completion	8.2	<p><i>Add new Sub-Clause 8.2</i></p> <p>"The work shall be planned and executed as per provision of Clause 8.3 with particular attention to the milestones to be achieved as per this program in 24 months and as shown in the Appendix to Form of Tender."</p>
Programme Submitted	8.3	<p><i>Add new paragraph at the end of Sub-Clause 8.3</i></p> <p>Cash Flow Estimate</p>

		A suitable estimate of funds requirements shall be provided by the Contractor to manage cash flow operation.
Extension of Time for Completion	8.4	<i>Add (d) after (c)</i> (d) when encountering exceptionally adverse climatic conditions
Delay Damages	8.7	Unless otherwise stated in the Appendix to Tender, The sum referred to in second sentence shall be 0.02% of the Contract Price as delay damages in respect of the Works, payable per day in the proportion of the currencies in which the Contract Price is payable. The maximum amount of delay damages shall be ten percent (10%) of the Contract Price stated in the Contract Agreement.
<b>10. EMPLOYER'S TAKING OVER</b>		
Taking Over of Parts of the Works	10.2	For the purpose of this sub-clause, the Works shall be taken over in parts or sections and passage of traffic through completed section of the Works before Test on Completion are carried out as per clause 10 ( <i>Test on Completion</i> ) and taking over certificate issued as per sub-clause 10.1 ( <i>Taking Over of Works and Sections</i> ) shall constitute the use of Works by the Employer and by extension Employers taking over the Works.
<b>11. DEFECTS LIABILITY</b>		
Performance Certificate	11.9	<i>Add the following paragraph after the first paragraph and delete subsequent paragraphs.</i>  The Defects Notification Period shall be 12 calendar months. At the completion of the Defects Notification Period the Employer shall constitute an inspection and acceptance committee comprising of Employer's Representatives from the various technical functions. The Committee shall conduct a detailed inspection of the Works to ascertain the issuance of Defect Liability Certificate. The committee formed shall complete its assignment within 28 days of the completion of the Defects Liability Period failing which, the Performance Certificate shall be deemed to have been issued in twenty-eight (28) days on the expiry the Defect Notification Period.
<b>13. VARIATIONS AND ADJUSTMENTS</b>		
Variation Procedure	13.3	The valuation for variations shall be based on the rates available in the Contract. In case this rate cannot be derived in this manner, the Employer's Representative has the option to analyse the rates and pay it on market rate basis plus Contractor's overheads and profit. No variation of works above 2% shall be approved without prior non-objection by the funds
Daywork	13.6	The Contractor shall provide a daywork schedule which shall be included in the Contract.

Adjustment for changes in Legislation	13.7	<i>Delete the Sub-Clause 13.7 and replace with the following</i> If, after the Base Date, there occur in Gambia changes to any National or State Statute, Ordinance, Decree or other law or any regulation or by-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or by-law which causes additional or reduced cost, to the Contractor, other than under sub clause 13.8 hereof in the execution of the Contract, such additional or reduced cost shall, after due consultation with both sides, be assessed and be paid by or credited to the Employer and the Contract Price adjusted accordingly.
Adjustments for changes in Cost	13.8	<b>NOT APPLICABLE</b>
<b>14. CONTRACT PRICE AND PAYMENT</b>		
The Contract Price	14.1	<i>Amend Sub-Clause 14.1(a) to read</i> The Employer's Representative, or his assistant(s), shall agree or determine the percentage of physical Works of the Project which have

		been completed as per activity schedule in accordance with sub-clause 3.5 of Conditions of Contract for EPC/Turnkey Projects, FIDIC-1999.
Advance Payment	14.2	<p>For the purpose of this sub-clause, the amount of the advance payment shall be twenty percent (20%) of the Contract Price stated in the Contract Agreement payable in the currencies and proportions in which the Contract Price is payable unless otherwise stated in the Appendix to Tender.</p> <p>The advance payment repayments are through percentage deductions in payment certificates. Unless other percentages are stated in the Appendix to Tender:</p> <p>(a) Deductions shall commence in the Payment Certificate in which the total of all certified interim payment (excluding the advance payment and deductions and repayments of retention) exceeds thirty percent (30%) of the Contract Price stated in the Contract Agreement less provisional sum; and shall be fully recovered when the value of Works certified reaches eighty percent (80%) of the Contract Price stated in the Contract Agreement less provisional sum; and</p> <p>(b) Deductions shall be made at the amortization rate of one quarter (25%) of the amount of each Payment Certificate (excluding the advance payment and deductions and repayments of retention) in the currencies and proportions of the advance payment, until such time as the advance payment has been repaid.</p>
Application for Interim Payments	14.3	<p>For the purpose of sub-clause (c) the amount to be deducted for Retention shall be five percent (5%) of the amount of each payment certificate (excluding the advance payment and deductions) up to a limit of ten Percent (10%) of the Contract price indicated in the Contract Agreement in the currencies and proportions in which the Contract Price is payable unless otherwise stated in the Appendix to Tender.</p> <p>Whenever the Employer's Representative requires any part of the Works to be measured, 48 hours notice shall be given to the Contractor's Representative, who shall:</p> <ul style="list-style-type: none"> <li>• Promptly either attend or send another qualified representative to assist the Employer's Representative in making the measurement, and</li> <li>• Supply any particulars requested by the Employer's Representative.</li> </ul> <p>If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Employer's Representative shall be accepted as accurate.</p> <p>In case of disagreement, the Contractor shall notify the Employer's Representative with his reasons for the same. The Employer's Representative shall review the records and either confirm or vary them. Failure to notify within 28 days shall be construed as the record being accepted as accurate.</p>
Schedule of	14.4	For the purpose of this sub-clause, the Contractor shall include in the Appendix to Tender a schedule of payments specifying the instalments

Payments		in which the Contact Price shall be paid against set milestones or based on the plan work progress. The amount of retention shall be stated in Appendix to Tender
Plant and Materials Intended for the Work	14.5	For the purpose of this sub-clause, the Contractor shall not be entitled to an interim payment for Plants and Materials intended for the Works which are not yet on site. For the purpose of this sub-clause, the Contractor shall be entitled to an interim payment for Plants and Materials intended for the Works which are on site at 80% of the supplied materials]
Timing of Payment	14.7	<i>Substitute new Sub-Clause 14.7</i> The Employer shall pay to the Contractor the amount due to the Contractor under any Interim or Final Payment Certificate issued by the Employer's Representative pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 8.7, be paid by the Employer to the Contractor as follows:  (A) in the case of Interim Payment Certificates, within 56 days after the Contractor's interim statement has been submitted to the Employer's Representative.  (B) in the case of the Final Payment Certificate pursuant to Sub-Clause 14.11, within 56 days after the Final Statement and written discharge have been submitted to the Employer's Representative for certification.  (C) upon the request from Contractor to measure the percentage of physical progress of completion of Works, the Employer's Representative shall response promptly and approve, if true within 14 days.  (c) Co-financiers are not responsible for charges of any delay
Currencies of Payment	14.15	Unless otherwise stated in the Appendix to Tender, The currency of account shall be the Local Currency (Gambia Dalasi) and all payments made in accordance with the Contract shall be in US Dollars.

### 17. RISK AND RESPONSIBILITY

Limitation of Liability	17.6	For the purposes of this sub-clause, the limit of liability shall not exceed the Contract Price unless otherwise stated in the Appendix to tender.
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### 18. INSURANCE

Source of Insurance	18.1	<i>Add new paragraph at end of Sub-Clause 18.1</i> The Contractor is required to place all insurance relating to the Contract (the insurance referred to in Clauses 18.2, 18.3, and 18.4) with insurers approved by the Employer as jointly insured in the manner stated in General Conditions. The Contractor shall within 42 days from the Date of Commencement submit to the Employer:  a) evidence that the insurance described in this clause (18) have been effected and  b) copies of the policies of insurance described in sub-clause 18.2, 18.3 & 18.4., submitted to the Employer.
General Requirements For insurance	18.1	Periods for showing evidence shall be 28 days.

Insurance for Works and Contractor's Equipment	18.2	<p><i>Add following new paragraph at the end of Sub-Clause 18.2</i></p> <p>The insurances shall indemnify</p> <p>a) the Employer and the Contractor against loss or damage as provided in the details of insurance annexed to these Conditions from the first working day after the Date of Commencement until the date of issue of the Taking Over Certificate in respect of the Works or any sections or a part thereof as the case may be; and</p> <p>b) the Contractor for his liability</p> <p>i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of Defects Notification Period.</p> <p>ii) caused by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Defects Liability Period.</p> <p>It is the responsibility of the Contractor to notify the insurance company of any changes in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract.</p>
<b>20. CLAIMS, DISPUTES AND ARBITRATION</b>		
Appointment of Dispute Adjudication Board	20.2	<p>The DAB shall comprise of three suitably qualified Dispute Adjudicators. Each member of the DAB shall be fluent in the language for communication defined in sub-clause 1.4 (<i>Law and Language</i>) and shall either be a professional experienced in the type of Works being undertaken and/or in the interpretation of contractual documents.</p> <p>The DAB shall be three-member Board.</p>
Failure to Agree Dispute Adjudication Board	20.3	The appointing entity shall be President of FIDIC
Arbitration	20.6	<i>Sub-Clause 20.6 items a, b and c after third line are deleted and replaced with following wording:</i>

		<p>All disputes arising out of or in connection with the present Contract shall be finally settled under the latest rules of arbitration of International Chamber of Commerce (downloadable from website <a href="http://www.iccwbo.org/court/arbitration/rules.asp">www.iccwbo.org/court/arbitration/rules.asp</a>) by one or more arbitrators appointed in accordance with the said rules. This Clause stipulates that:</p> <p>The Law As per Clause 1.4 in COC Part-II</p> <p>Governing the Contract</p> <p>The number of Three (one for small disputes detailed Arbitrators hereunder)</p> <p>The Place of It is to be agreed by the parties. When this Arbitration place has not been agreed, it is to be fixed by ICC court which is normally in a neutral country (that is neither the Claimant's nor the respondent's country.)</p>
		<p>For Small disputes, ICC's "Guidelines for arbitrating small claims" shall be followed. This stipulates under Article 14(2), 15.1 &amp; 32.1 of ICC rules to conduct any discussion of procedural issues by correspondence or electronically without a hearing thereby eliminating travel time and costs under one arbitrator appointed by ICC court.</p>

## **Annex A: Additional Provisions**

### **A) General Provisions**

Capitalized terms that are used but not defined in this Annex shall have the meaning given to them in the GCC.

### **B) Insurance**

The Contractor shall obtain insurance, performance bonds, guarantees or other protections appropriate to cover against risks or liabilities associated with performance of this Contract. The Contractor shall be named as payee on any such insurance and the beneficiary of any such performance bonds and guarantees. The Employer shall be named as additional insured on any such insurance or other guarantee, to the extent permissible under applicable Laws. The Contractor shall ensure that any proceeds from claims paid under such insurance or any other form of guarantee shall be used to replace or repair any loss or to pursue the procurement of the covered goods, Works and services; provided, however, such proceeds shall be deposited in an account as designated by the Employer.

### **C) Conflict of Interest**

The Contractor shall ensure that none of its officers, directors, employees, affiliates, Contractors, subcontractors, agents, advisors or representatives engage in any activity which is, or gives the appearance of being, a conflict of interest in connection with this Contract. Without limiting the foregoing, the Contractor shall comply, and ensure compliance, with the applicable conflicts of interest and ethics policies of the Employer as provided by the Employer to the Contractor.

#### **a) Other Provisions**

The Contractor shall abide by such other terms or conditions as may be specified by the Employer in connection with this Contract.

#### **b) Flow-Through Provisions**

In any subcontract or sub award entered into by the Contractor, as permitted by this Contract, the Contractor shall ensure the inclusion of all the provisions contained in paragraph (a) above.

**Annex B: Appendix to Bid**

The Conditions of Particular Application, including Annex A and this Annex B, shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in these Conditions of Particular Application shall prevail over the General Conditions of Contract.

## **SECTION VII**

### **FORMS OF AGREEMENT, PERFORMANCE SECURITY, AND ADVANCE PAYMENT GUARANTEE**

## Letter of Acceptance

[letter head paper of the Employer]

[date]

To: [name and address of the Contractor]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Bidding Documents] for the Accepted Contract Amount of the equivalent of<sup>3</sup> [amount in words and numbers] [name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by us in our capacity as Employer under the Contract.

Within 28 days of your receipt of this Letter of Acceptance you are hereby instructed to forward the Performance Security in accordance with sub-Clause 4.2 of the General Conditions of Contract, using for that purpose the Form of Performance Bank Guarantee included in Section VII, of the Bidding Documents.

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

Name and Title of Signatory: \_\_\_\_\_

[insert full legal name of the Employer] \_\_\_\_\_

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<sup>3</sup> Delete "the equivalent of" if the Accepted Contract Amount is expressed wholly in one currency.

## **Forms of Performance Security and Advance Payment Guarantee**

Samples of acceptable forms of the Performance Security and the advance payment guarantee follow. Bidders should not complete these forms at this time. Only the successful Bidder will be required to provide Performance Security and a bank guarantee for advance payment in accordance with the samples, or in similar forms acceptable to the Employer.

**[RETENTION MONEY SECURITY]****Form of Performance Bank Guarantee**

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

**Beneficiary:** \_\_\_\_\_ **[Name and Address of Employer]**

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

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that **[name of Contractor]** (hereinafter called the "Contractor") has entered into Contract No. **[insert reference number of the Contract]** dated **[insert date]** with you, for the execution of **[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 Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[amount in figures] [amount in words]**, such sum being payable in the currency 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 twenty-eight (28) days from the date of issuance of the Performance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the \_\_\_ day of \_\_\_\_\_, 2\_, whichever occurs first. 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. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
**[signature(s)]**

## Form of Bank Guarantee for Advance Payment

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

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer]

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Contractor] (hereinafter called the "Contractor") has entered into Contract No. [insert reference number of the Contract] dated [insert date] with you, for the execution of [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 [amount in figures] [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, 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 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 \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that [ ]<sup>4</sup> 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. 458.

\_\_\_\_\_  
[signature(s)]

<sup>4</sup> The percentage shown in the form of the advance payment guarantee shall match the percentage inserted in Sub-Clause 14.2 of the Appendix to Bid.



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## SECTION VIII

# EMPLOYER'S REQUIREMENTS

### 1. Introduction

#### 1.1 General

The Government of the Gambia (hereinafter called "financier") has secured funding towards the cost of the project named above. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this tender is conducted. Payment will be made only at the request of the contractors and upon approval by the Supervising Engineer.

The Government of the Gambia require the design & build contractor and all technical and construction services to ensure successful completion of the works.

The requirements and recommendations of the International Standards relevant to the works form an integral part of these Terms of Reference.

#### 1.2 Project Description

The proposed Roads are located in all regions of the Gambia. The proposed road project is:

- **Construction of Roads Nationwide 355.5km (Lots 1 to 9)**

The bidders are advised to visit site, ascertain actual site conditions, assess and propose the required intervention and make necessary comments to the TOR before submitting their bids.

### 2. Project Objectives

The roads are critical to promote and facilitate traffic movement within and around the target areas. The roads are meant to increase mobility, improve access to goods/passenger transport services and reduce transport costs along the route, improve access to social and economic development opportunities along the routes by providing high capacity infrastructure and to ensure no roadside communities become worse off as a result of the road up grading works.

### 3.0 SCOPE OF WORK

#### 3.1 General

The Contractor shall perform all work necessary as called for in these Terms of Reference including all technical studies, field investigations and related services. In carrying their work, the Contractor shall co-operate fully with the concerned agencies of the Government of Gambia, in particular the Ministry of Transport Works and Infrastructure and The National Roads Authority, amongst others. The Contractor shall provide the necessary support services related to and necessary for the completion of the assignment. The work shall cover but not be limited to the aspects outline in these terms and references.

The main objective of the project in terms of scope of work is to construct the roads in phases .The new roads are being constructed to the following standards:

1. 7m carriageway + 2x1.5 shoulders outside main towns and villages;
2. 7m carriageway + 2x2 shoulders inside main towns and villages;
3. 10m carriageway reinforced concrete
4. Design speed of 80km/hr outside villages and 60km/hr inside villages.

The major work items are as follows;

1. Removal of obstructing structures and relocation of existing services.
2. Accommodation of traffic, construction and maintenance of detours when necessary and the maintenance of existing road;
3. Rehabilitation of existing and new material quarries, borrow pits, and detours; and making good of the road reserve area;
4. Cut and formation of Sub-grade layer in case of cut sections;
5. Scarification and compacting of the existing Sub-grade level before adding new embankment layers and formation of new Sub-grade layer in case of fill sections;
6. Construction of pavement Sub-base and base layers;
7. Application of Asphalt Concrete, Double Surface Dressing or Reinforced Concrete surfacing layer using Basalt aggregates depending on the lots as per attached.
8. Construction of new drains and drainage structures;
9. Installation of solar street lights within settlements
10. Miscellaneous Road furniture works (i.e., road marking, signage, etc.);
11. The construction of intersections to channelize traffic;

**\*Attached are indicative lots proposed for the project**



**3.2 Design Criteria:**

The road project entails widening of the existing road to meet the following design:

### 3.3 Design Standard

The project design and construction will follow AASHTO, TRRL Oversea Road Note and European Standards and Guidelines or equivalent, among them are listed below:

AASHTO 2011, *A Policy on geometric design of highways and streets, 5th edn*, American Association of State Highway and Transportation Officials, Washington DC, USA.

AASHTO (2008). *Standard Specifications for Transportation Materials and Methods of Sampling and Testing*, American Association of State Highway and Transportation Officials, Washington DC, USA.

AASHTO 2011, *Roadside design guide, 4th edn*, American Association of State Highway and Transportation Officials, Washington DC, USA.

National Research Council, (2000). *Highway Capacity Manual. HCM 2000*, Washington, D.C

Transport Research Laboratory (1993). *A guide to the structural design of bitumen-surfaced roads in tropical and sub-tropical countries*. Overseas Road Note 31 (4th Edition). Crowthorne: TRL Limited.

Transport and Road Research Laboratory (1988). *A guide to geometric design Overseas Road Note No 6*. Crowthorne TRRL Limited.

FHWA. (2009). *Manual on Uniform Traffic Control Devices (MUTCD)* Federal Highway Administration, U.S. Department of Transportation, Washington, DC.

FHWA. (2009). *Urban Drainage Design Manual, Hydraulic Engineering Circular 22, 3<sup>rd</sup> Edition*, Federal Highway Administration, U.S. Department of Transportation, Washington, DC.

Government of the Gambia (1999). *EIA Guidelines*, Banjul, The Gambia.

PD CEN/TR 13201-1:2014: *Guidelines on selection of lighting classes*

EN 13201-2:2015: *Performance requirements*

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The Contractor shall be required to carry out Works in Three distinctive phases as follows:

During Tender

- (i) Preliminary Design;

During Construction

- (ii) Detailed Engineering Design;
- (iii) Construction

Construction of permanent Works shall not proceed until the detailed engineering design of the said work has been approved by the Engineer.

**Preliminary Design;** The study shall consist of: -

#### **3.4 Stage 1 – Preliminary Engineering Design**

- a) Review of the existing data on the proposed roads project and social and economic activities in the project study area;
- b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project.

- 
- c) Preliminary Materials Investigations for Pavement Design using relevant design standards including costs estimates and implementation schedule;
  - d) Preliminary Engineering survey and design work for the optimum alignment and design standards including costs estimates and implementation schedule;
  - e) Preliminary Engineering survey and design work for Swampy Section including preliminary costs estimates and implementation schedule;
  - f) Preliminary Engineering survey and design work for Hydraulic structure showing outfalls including costs estimates and implementation schedule;
  - g) Carrying out an environmental and social impact assessment study of the project area in relation to the proposed roads.

**Detailed Engineering Design;** The study shall consist of: -

### **3.5 Stage 1 – Detailed Engineering Design**

- a) Review of the existing data on the proposed roads project and social and economic activities in the project study area proposed in the tender;
- b) Collection of social, environmental, and physical data that is necessary to assist in the design of the project road;
- c) Detailed Materials Investigations for Pavement Design using relevant design standards and implementation schedule;
- d) Detailed Engineering survey and design work for the optimum alignment and design standards and implementation schedule;
- e) Detailed Engineering survey and design work for Swampy Section including and implementation schedule;
- f) Detailed Engineering survey and design work for Hydraulic structure showing outfalls and implementation schedule
- g) Carrying out an environmental and social impact assessment study of the project area in relation to the proposed project.

### **3.6 Stage 2 – Revised Design**

After comments and approval of the design by the Government of the Gambia (National Road Authority), the Contractor shall carry out an adjustment of the offer following the comments and indications of the National Roads Authority.

## 4.0 DETAILED SCOPE OF WORK

### 4.1 General

4.1.1 The Contractor shall perform all engineering and environmental analyses and related work as described herein to attain the objective of the study.

4.1.3 In the conduct of his work, the Contractor shall cooperate fully with the National Roads Authority of the Government of the Gambia, Ministry of Transport, Works and Infrastructure (MoTWI), amongst others. The Contractor shall be responsible for the analysis and interpretation of all data received, and the conclusions and recommendations in his report.

4.1.4 As the final design progresses, the Contractor shall maintain close liaison with the Client and shall submit for approval from time to time, according to the work program, draft design proposals for alignment, earthworks, pavement, structures, and other technical aspects of the design prior to proceeding with the detailed design drawings.

### 4.2 DESIGN

In the scope of the design,

4.2.1 the Contractor shall conduct all topographical surveys, hydrological studies, subsurface soil exploration, material surveys, and other field and laboratory investigations that are required for the examination of the proposed alignment and the location of suitable construction materials and water, and the engineering.

- a) Topographical surveys, including cross-sections at 30m intervals, plans;
- b) Hydrological and hydraulic studies;
- c) Material testing, soil investigation, and pavement evaluation, to identify and test the appropriate road alignment. d) Analysis of capacity of existing structures design. This shall comprise, inter alia:

#### **Climate, Topography, Geology and Vegetation**

4.2.2 The Contractor shall describe the climatic conditions of the study area by providing details of:

- a) Rainfall (monthly distribution and intensity, including rain days per month);
- b) Temperature (minimum, median, and monthly ranges throughout the year);
- c) Other climatic features of importance (e.g. wind, erosion, effects of extreme temperatures on the selected pavement materials and drainage structures) to infrastructure.

4.2.3 The Contractor shall provide a topographical description of the area traversed by the roads, including the effects of relief on the vertical alignment.

4.2.4 A catalogue of the relevant geological features of the study area including a description of the soils and rocks along the road's alignment and their effect and influence on such factors as route location and design shall be compiled by the Contractor. The influence of geology and the availability of road construction materials and water are to be regarded as of great importance by the Contractor. The Contractor shall provide, as far as possible, the information on the quantities, quality and potential sources of water required for construction purposes.

4.2.5 A description of the type and density of the vegetation as well as existing and potential agricultural land use within the study areas, shall be provided by the Contractor.

## **Hydrology and Drainage Investigations**

4.2.6 The Contractor shall provide a complete description of the hydrological features of the area, including: information about soils drainage along the alignments, such as sub-soils drains ability, drainage impedance, flooding of flat areas, etc., characteristics of required water crossings.

4.2.7 Sufficient information shall be obtained by the Contractor based upon the guidelines provided in the International Standards and Supplemented by other relevant sources of information to justify, and provide the basis for the preliminary engineering design of all drainage systems and structures, and for costing purposes.

The Contractor shall be fully responsible for obtaining all the data and information necessary for him to carry out hydrological and drainage investigations and designs.

## **Drainage and civil engineering Structures**

4.2.8.1 The Contractor shall provide complete inventory and condition survey of all existing structures within the alignment. The information shall include the type of structure, whether a bridge, a box culvert, Armco culverts, timber bridge or masonry bridge.

4.2.8.2 Sufficient details on the condition survey on the existing drainage structures shall be provided; that includes crack width and the distribution, condition of bridge bearings and any other structural deterioration.

The Contractor shall carry out flood estimate to ascertain the capacity of the existing structures and advice whether there is need for any replacement.

The details required to facilitate the decision making on the existing structures shall be submitted at design stage.

## **Traffic Analysis**

4.2.9 The Contractor shall determine the type and volume of the existing traffic for the roads by analyzing all existing statistical data, and by conducting and analyzing such traffic counts and origin-destination studies as are required to determine the nature of the traffic and the present volume of freight and passenger movements on the roads. Other field investigations shall be undertaken by the Contractor as required.

Traffic surveys, shall be done for one-week duration comprising day counts with at least two night counts.

4.2.10 Based on the analysis, the Contractor shall make:

- i. detailed annual traffic forecasts for a period of ten years after the completion of the roads
- ii. more general projections of future traffic for the following 10 years.

Although greater emphasis is given to accurate forecasting in the earlier part of the project's life, all traffic forecasts shall be given at three growth rates, namely low, medium and high. The Contractor shall select one of the three levels of forecasts for use in the final evaluation of the project, indicating the reasons for the selection, and shall also use the other two levels in the sensitivity analysis.

## Soil Investigation and Pavement Evaluation

4.2.11 The Contractor shall undertake all soil investigations and tests and identify type and sources of construction materials necessary for design, and construction phases of the project. These sources should be considered when selecting final alignments.

## Design Standards

4.2.13 The Design shall, unless otherwise agreed, be carried out in conformity with the standards as contained in the International Standards. The Contractor shall be responsible for the design details within this framework. The methodologies used in the design of pavements, earthworks drainage and structures, shall conform to the latest techniques while ensuring the use of available materials. At all times balance must be made between capital and maintenance costs.

4.2.14 The metric S.I. system shall be used throughout. The standards for design of different types of roads and bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standards are recommended.

4.2.16 Based on Traffic Studies and projections, and geotechnical tests, the Contractor shall develop preliminary design standards for the roads project, and shall ascertain the merits and drawbacks of each to determine the final standard to be adopted for the roads, whose design life should be taken as 15 years.

4.2.17 The Contractor shall prepare during this design stage proposal for the road alignment, pavements and structural work including all waterway dimensions. The Draft Design work shall include but not be limited to: -

- Preparation of maps showing the alignment alternatives. The maps shall be prepared in scale 1:5000/1:500 and critical cross-section drawings to scale 1:200. Accuracies shall comply with the road design manual.
- An analysis of land usage proposals or other likely developments that may take place along the road alignment, which may affect the layout of the road. The usage shall be considered by the Contractor in preparing his preliminary report.

4.2.18 The metric S.I. system shall be used throughout. The standards for design of different types of roads and bridges as stipulated in the relevant Roads Design Manuals and specifications shall be adhered to where possible, and adequate explanations given where different standards are recommended.

## Environmental and Social Impact Assessment

4.2.21 The Contractor shall conduct analyses which shall detail the positive and negative effects of the development of the project on the environment, and prepare an ESIA report recommending appropriate solutions to minimize any undesirable effects resulting from improvements of the road. The analyses shall include, but not limited to the following:

- a) The role of the project in the development plans at national and regional level;
- b) Description of project baseline environment
- c) Preservation of areas and land use of particular value including agricultural and, natural conservation areas, forests and other important natural resources, cultural and historic sites, etc;

- d) Assessment of direct impact on agriculture and forestry, particularly the utilization of the fuel wood and water;
- e) Disturbance of vegetation, and plans for re-vegetation;
- f) The prevention of soil erosion and sedimentation;
- g) The presentation of health hazards arising from ponding water and pollution of water courses and/or sources;
- h) Measures for the rehabilitation of construction materials, borrow pits and quarries;
- i) Health and sanitation for the road construction labour units;
- j) Assessment of the impact on demographic factors including the prevention of undesirable roadside developments and recommend regulations and measures to limit negative impact on adjacent communities and areas.
- k) Identify potential environmental impacts that could result from the project
- l) Occupational Safety and Health concerns
- m) Carry out public participation and consultations on the positive and negative impacts of the project
- n) Propose Mitigation Measures to the identified environmental and social impacts
- o) Development of Environmental Management and Monitoring Plan (EMMP)

The Environmental Impact Assessment (EIA) study will be in accordance with the local regulations.

The contractor will assist the client in following up and obtaining the approval and the NEA licence.

## **REPORT AND TIME**

### **SCHEDULE Commencement**

The Contractor shall commence the works as specified in the conditions of contract.

#### Reports

The Contractor shall prepare and submit to the NRA. All reports shall be in English and prepared on A4 metric size paper and be submitted together with soft copies on CDROM.

#### **Stage 1: Design**

- a) Inception Report: – 5 copies.

This shall summarize initial findings and give proposals covering methodologies of the engineering studies, and the detailed work plan for the contract of the design.

- b) Design Report– 5 copies

This shall incorporate all revisions deemed necessary arising from comments received from the Client following discussions and agreement between him and the Contractor from time to time. It shall include a concise executive summary in which the project design standards and cost estimates shall be shown clearly.



**Provisional Sums**

The following provisional sums shall be included in the financial bid:

S.No.	Provisional Sum	Amount (GMD.)
1	All expenses related to the Consultant (Accommodation, office, Security, safety, survey and lab equipment, communication and Transportation including maintenance, fuel, etc, and running cost of the facilities. <b>PER LOT</b>	5,000,000.00
2.	Allow a Prime Cost (P.C) sum for Employer's Representative Staff training. PER LOT	1,000,000.00
3	<b>LOTS 1, 5-9</b> 2 SUV 12 PICK-UPS  <b>LOT 2,3 &amp; 4</b> 1 SUV 2 PICK -UP	36,000,000.00
	<b>Total</b>	42,000,000.00



	SUB TOTAL		20.7					14
LOT 5	WCR		4	Farato Bojangkunda to Bafuloto	ASPHALT	2	4	
			4.2	Sinchu-Wellingara-Kunkujang Ketaya	ASPHALT	3a	4	
			3.7	Wellingara-Abuko Abattoire	ASPHALT	3b	4	
			6	Lamin Babylon-Makumbaya	ASPHALT	1	6	
			4	Tabokoto-Abuko-Banjulinding	ASPHALT	3	4	
	SUB TOTAL		21.9					22
LOT 6	WCR		11	Bertil Harding highway-Mariama Kunda-Youna	ASPHALT	1	12	
			3.7	Old Yundum-tawto- Daru Busumbala-Sukuta Jambanjelly	ASPHALT	1a	4	
			11	Jamburr-Kunkujang Mariama-Tujereng	ASPHALT		12	
			13.5	Youna-Jambur- Jalambang-Brikama	ASPHALT	3	13	
	SUB TOTAL		39.2					41
LOT 7	WCR		13	Giboro-Sohm-Faraba Sutu	ASPHALT	2	8	
			16	Brikama -kassa kunda- Nyofeleh-Gunjur	ASPHALT	1	16	
			10.2	Gunjur-Kunkujang-Jambanjelly	ASPHALT	3a	12	
			13	Kachumeh-Gunjur-Kunkujang Mariama-Sanyang	DBST	3	8	
	SUB TOTAL		52.2					44
LOT 8			4.5	Gunjur Highway-Beach Side	DBST	1	12	

	SUB TOTAL		4.5					12
LOT 9			5	Sanyang Highway-Beach Side	DBST	1	12	
	SUB TOTAL		5					12
	GRAND TOTAL		355.50					

