

Address: office of the prime
minister Mogadishu

Date: 25/7/2026

Publication reference: TPSS/SOM/CT/003/2026/work

Subject: Request for proposal of Expansion of Adale
district hospital 2026

Attention:

Abdirisq Ali – Admin and Logistics

Towards Peace and Stability in Somalia (TPSS) Fund

Country: Federal Republic of Somalia

The deadline for Bid submission is: 10/9/2026

CONTRACT NOTICE

CALL FOR TENDER: GENERAL INFORMATION

1. Buyer

“**Buyer**” (contracting authority) information

Official name: Towards peace and stability for Somalia (TPSS) fund

Legal type: central government authority

Activity of the contracting authority: general public services

2. Procedure

The procurement procedure will be conducted in accordance with EU procurement guideline.

2.1. Procedure

Title: **Expansion of Adale district hospital 20/5/2026**

Short description of the contract: The contract involves the construction and expansion of Adale District Hospital, focusing on the addition of a new ward to improve healthcare capacity in the region. This project aims to enhance medical service delivery by providing modern facilities, infrastructure, and essential support systems. The scope includes site preparation, structural works, electrical and plumbing installations, and finishing works in accordance with the technical specifications. The new ward will accommodate inpatient services, emergency care, and specialized medical units to meet the growing healthcare needs of the local population. The contractor will be responsible for adhering to quality standards, safety regulations, and timelines as specified in the procurement documents. This project is vital for strengthening health services in Adale, particularly following recent stabilization efforts in the area.

Type of procedure: local Open procedure

2.1.1. Purpose

Nature of the contract: Works contract and expansion for health facility

*Main classification (**CPV**¹ code):* 45215100-8 — Construction work for buildings relating to health.

2.1.3. General information

Legal basis:

Regulation agreement between the government of the Italian republic and government of the federal government of Somalia 23 July 2023.

Local Law - Procurement award procedure applying to the TPSS is the EU practical guidelines and law of the federal republic of Somalia.

2.1.6. Grounds for exclusion

Description: Please consult the procurement documents.

5. Lot

This contract is divided into lots: no

5.1.1. Purpose

Nature of the contract: Works

Main classification (CPV code): 45215100-8 — Construction work for buildings relating to health

Options: works.

The buyer reserves the right for additional purchases from the contractor, as described here: Provided they are in conformity with the basic project, new services or works consisting in the repetition of similar services or works, may be entrusted up to a maximum of 50 % of the initial contract to the initial contractor by negotiated procedure without prior publication of a contract notice.

5.1.2. Place of performance

Somalia Galmudug, Adale

5.1.3. Estimated duration

Duration: 6 months

5.1.6. General information

Reserved participation: none.

Procurement Project fully financed with AICS Funds.

Information about previous notices:

Information Notice **Title: Expansion of Adale district Hospital 2026**

Information Notice Reference Number: **TPSS/SOM/CT/003/2026/work**

5.1.9. Selection criteria

Criterion:

Type: suitability to pursue the professional activity

Description: Please Consult procurement documents.

Type: economic and financial standing

Description: Please consult procurement documents.

Type: technical and professional ability

Description: Please consult procurement documents.

5.1.10. Award criteria

Criterion:

[Option 2: Best price-quality ratio]

Type: Quality

Description: Please consult procurement documents

Weight: 60

5.1.11. Procurement documents

Languages in which the procurement documents are officially available: English

5.1.12. Terms of procurement

Terms of submission:

Electronic submission: Not allowed

Languages in which tenders or requests to participate may be submitted: English

Deadline for receipt of the tenders:

Date: 10/9/2026

Local Time: 11:59 pm

Deadline until which the tender must remain valid: 3 months from the date stated for receipt of tender.

Terms of contract:

Electronic payment will be used.

8. Organisation

8.1 ORG-0001

Official name: Towards peace and stability for Somalia (TPSS) fund

Town: Mogadishu

Country: Somalia

Email: info@tpss.gov.so

Roles of this organisation: Buyer (“Buyer” in this context refers to TPSS)

8.1 ORG-0002

Official name: National court of Banadir court

Town: Mogadishu

Country: Somalia

Roles of this organisation: review organisation

Additional information about the Contract Notice

Contract title-Expansion of Adale district hospital

Location -Adale Hirshabelle, Somalia

Nature of contract

unit price

Programme title

Towards peace and stability for Somalia (TPSS) fund

Financing

Financing agreement: Agreement between the Government of the Italian Republic and the Government of the Federal Republic of Somalia. Funded by the Italian Government through the Italian Agency for Development Cooperation (AICS)

Legal basis, eligibility and rules of origin

For this contract award procedure participation is open without limitations.

works contracts: All supplies and materials under this contract may originate in any country.

The legal basis of this procedure is Regulation of the federal republic of Somalia and EU practical guide.

For this contract award procedure, participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of candidates/tenderers) which are effectively established in an eligible country

Candidature

All eligible natural and legal persons (as per item 4 above) or groupings of such persons (consortia) may participate or tender.

A consortium may be a permanent, legally established grouping or a grouping which has been constituted informally for a specific procurement procedure. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the contracting authority.

The participation or tender of an ineligible natural or legal person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

Number of requests to participate or tenders

No more than one request to participate or tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a request to participate or tender). In the event that a natural or legal person submits more than one request to participate or tender, all requests to participate or tenders in which that person has participated will be excluded.

In case of lots, the candidates or tenderers may submit only one request to participate or tender per lot. Contracts will be awarded lot by lot and each lot will form a separate contract. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

Sub-contracting

Sub-contracting is allowed.

Period of implementation of tasks

6 months from the date of the signature

Language of the procedure

All written communications for this tender procedure and contract must be in English.

Additional information

Financial data to be provided by the candidate in the request to participate form or the tenderer in the tender submission form must be expressed in US dollar. If applicable, where a candidate or tenderer refers to amounts originally expressed in a different currency, the conversion to US dollar shall be made in accordance with the Infor Euro exchange rate of December 2025, which can be found at the following address.

SELECTION CRITERIA

The selection criteria are described in section 12.2 of the instruction to tenderer.



Mogadishu, Somalia

Date 25/7/2026

Our ref.: **TPSS/SOM/CT/003/2026/work**

SUBJECT: REQUEST FOR PROPOSAL FOR EXPANSION OF ADALE DISTRICT HOSPITAL

Dear Madam/Sir,

TPSS is implementing expansion of Adale district hospital. therefore, the TPSS request to submit your tender, the complete tender dossier includes:

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 2: TENDER FORM

Annex 1 - Declaration of honour on exclusion and selection criteria.... Form A.14a

SECTION 3: TENDER GUARANTEE FORM

SECTION 4: QUESTIONNAIRE

Additional notice to tenderers

General information about the tenderer Form 4.1

Organisation chart Form 4.2

Power of attorney Form 4.3

Financial statement Form 4.4

Identification form Form 4.5]

Technical qualifications:

Overview of the tenderer's personnelForm 4.6.1.1

Personnel to be employed on the contract Form 4.6.1.2

Professional experience of key personnel

Curriculum vitae Form 4.6.1.3

Plant Form 4.6.2

Work plan and programme Form 4.6.3

Experience as contractor Form 4.6.4

Data on joint ventures Form 4.6.5

Litigation history Form 4.6.6

Quality assurance system(s) Form 4.6.7

Accommodation for the supervisor Form 4.6.8

Further information Form 4.6.9

SECTION 5: ADMINISTRATIVE COMPLIANCE GRID AND EVALUATION GRID

Administrative compliance grid

Evaluation grid

VOLUME 2

SECTION 1: CONTRACT FORM

SECTION 2: GENERAL CONDITIONS FOR WORKS CONTRACTS

SECTION 3: MAIN AND SPECIAL CONDITIONS

SECTION 4: SPECIMEN PERFORMANCE GUARANTEE

SECTION 5: SPECIMEN PREFINANCING PAYMENT GUARANTEE

SECTION 6: SPECIMEN RETENTION GUARANTEE

[EDF: SECTION 7: TAX AND CUSTOMS ARRANGEMENTS]

VOLUME 3

TECHNICAL SPECIFICATIONS

VOLUME 4

FINANCIAL OFFER UNIT PRICE CONTRACTS

VOLUME 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS

For full information about procurement procedures please consult the document and its annexes.

We look forward to receiving your tender and the accompanying tender guarantee.

The tender and the accompanying tender guarantee have to be sent or hand delivered no later than the submission deadline at the address specified in the instructions to tenderers.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Abdirahman Hassan Jimalle

Signature 

VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 2: TENDER FORM

SECTION 3 : TENDER GUARANTEE FORM

SECTION 4 : QUESTIONNAIRE

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Professional experience of key personnel

Curriculum vitae..... Form 4.6.1.3

Plant..... Form 4.6.2

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SECTION 5: ADMINISTRATIVE COMPLIANCE GRID AND EVALUATION GRID

Administrative compliance grid

Evaluation grid

VOLUME 2

SECTION 1: CONTRACT FORM

SECTION 2: GENERAL CONDITIONS FOR WORKS CONTRACTS

SECTION 3: MAIN AND SPECIAL CONDITIONS

SECTION 4: SPECIMEN PERFORMANCE GUARANTEE

SECTION 5: SPECIMEN PREFINANCING PAYMENT GUARANTEE

SECTION 6: SPECIMEN RETENTION GUARANTEE

[EDF: SECTION 7: TAX AND CUSTOMS ARRANGEMENTS]

VOLUME 3

TECHNICAL SPECIFICATIONS

VOLUME 4

FINANCIAL OFFER LUMP SUM CONTRACTS and FINANCIAL OFFER UNIT PRICE CONTRACTS

VOLUME 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS

VOLUME 1

SECTION 1:

INSTRUCTIONS TO TENDERERS

VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: TPSS/SOM/CT/003/2026/work

In submitting a tender, the tenderer accepts in full and without restriction the main, special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; this may result in immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the practical guide, which is applicable to this call (available on the internet at this address:

CONTENTS

GENERAL PART	18
1. GENERAL INSTRUCTIONS	18
2. FINANCING	18
3. PARTICIPATION	19
4. ONLY ONE TENDER PER TENDERER	20
5. TENDER EXPENSES	20
6. SITE VISIT AND CLARIFICATION MEETING	20
7. CONTENT OF TENDER DOCUMENTS	21
8. EXPLANATIONS CONCERNING TENDER DOCUMENTS	21
9. MODIFICATIONS OF TENDER DOCUMENTS	21
TENDER PREPARATION	22
10. LANGUAGE OF TENDERS	22
11. CONTENT AND PRESENTATION OF TENDER	22
12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER	22
13. TENDER PRICES	27
14. PERIOD OF VALIDITY OF TENDERS	27
15. TENDER GUARANTEE	Error! Bookmark not defined.
16. VARIANT SOLUTIONS	28
SUBMISSION OF TENDERS	28
17. SUBMITTING TENDERS	28
18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS	29
19. LATE TENDERS	29
20. ALTERING AND WITHDRAWING TENDERS	29
OPENING AND EVALUATING TENDERS	30
21. OPENING TENDERS	30
22. EVALUATING TENDERS	30
23. CORRECTING ERRORS	32
CONTRACT AWARD	33
24. AWARD CRITERIA	33
25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS	33
26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE	33
27. CANCELLATION OF THE TENDER PROCEDURE	33
28. ETHICS, VALUES AND CODE OF CONDUCT	34
29. APPEALS	35
30. DATA PROTECTION	35

31. EARLY DETECTION AND EXCLUSION SYSTEM ----- **Error! Bookmark not defined.**

VOLUME 1 SECTION 1 - INSTRUCTIONS TO TENDERERS

GENERAL PART

1. GENERAL INSTRUCTIONS

- 1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete.

1.2. Timetable

	DATE	TIME*
Clarification meeting (optional)	Not applicable	Not applicable
Site visit (optional)	Advisable	Advisable
Deadline for requesting any additional information from the TPSS	21 days before deadline for tenders indicated in the Contract notice	11:59 pm
Last date on which additional information are]^\ issued by TPSS	8 days before deadline for submission of tenders	
Deadline for submitting tenders	As indicated in the Contract notice	As indicated in the Contract notice
Tender opening session	As indicated in the Contract notice	As indicated in the Contract notice
Notification of award to the successful tenderer	Date at most 90 days after deadline for tenders	-
Signature of the contract	Date at most 150 days after deadline for tenders	-

*The time zone of the country of the contracting authority.

** Provisional data

2. FINANCING

The TPSS Fund was established in September 2023 as a collaboration between the Federal Government of Somalia and the Italian Government, specifically the Italian Agency for Development Cooperation AICS. The initiative seeks to foster peace, stability, resilience, and inclusive development, with governance by a High Level Somali-Italian Steering Committee. In addition, the Fund facilitates short-term interventions such as emergency rehabilitation and social cohesion in newly liberated areas, as well as medium to long-term investments in essential services such as education, health, agriculture, infrastructure, and institutional development.

3. PARTICIPATION

- 3.1. The eligibility requirements detailed in the Additional information about the contract notice apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor and every supplier must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.2. Natural persons, companies or undertakings falling into a situation set out in Section 2.4. Should they do so, their tender will be considered unsuitable or irregular respectively. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in Section 2.4.2.1. of the practical guide. The declarations must cover all the members of a joint venture/consortium and must also be submitted by any sub-contractor or capacity providing entity. Tenderers guilty of making false declarations may also incur financial penalties up to 10% of the total value of the contract and exclusion, in accordance with the Financial Regulation in force.
- 3.3. The exclusion situations referred to in subclause 3.2 apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.
- 3.4. Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole. The contracting authority requires that the following critical tasks be performed directly by the tenderer itself

Critical to be performed directly by the tender

1. Overall project management, coordination, and reporting to TPSS PMU.
2. Construction of primary structural elements, including foundations, load-bearing walls, columns, beams, and roofing systems.
3. Installation of essential hospital systems, including electrical wiring, plumbing, sanitation, and medical gas systems.
4. Procurement, installation, testing, and commissioning of essential medical equipment.
5. Implementation of health and safety compliance measures on-site.
6. Final inspection, commissioning, and handover of fully operational hospital facilities.

4. ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the contracting authority.

5. TENDER EXPENSES

- 5.1. The tenderer will bear all costs associated with preparing and submitting the tender. TPSS will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 5.2. TPSS will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

6. SITE VISIT, CLARIFICATION MEETING AND ACCESS PROCEDURES

- 6.1. The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works (date, time and place, see the additional information about the contract notice.)
- 6.2. A clarification meeting and/or a site visit will not be held by the contracting authority (date, time and place, see the additional information about the contract notice).
- 6.3. The Contracting Authority shall provide the Contractor with access to the project site upon contract signature and issuance of the commencement order. The Contractor shall coordinate all site entry with the Project Manager/Supervisor and comply with all applicable security, safety, and environmental requirements. Access shall be limited to authorized personnel, and the Contractor shall ensure that all workers carry appropriate identification and follow the instructions of the Contracting Authority while on site.

7. CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter. Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

8. EXPLANATIONS CONCERNING TENDER DOCUMENTS

- 8.1. Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Contact:

Name: Abdirazak Ali

Address: info@tpss.gov.so

The contracting authority must reply to all tenderers' questions at least 8 days before the deadline for receipt of tenders.

- 8.2. The questions and answers will be shared on official emails. The website will be updated regularly and it is the tenderer's responsibility to check for updates and modifications during the submission period.

9. MODIFICATIONS OF TENDER DOCUMENTS

- 9.1. The TPSS may amend the tender documents by publishing modifications up to 8 days before the deadline for submitting tenders.
- 9.2. Each modification published will constitute a part of the tender documents and will be published on TPSS website and Somali jobs.
- 9.3. The TPSS may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER PREPARATION

10. LANGUAGE OF TENDERS

- 10.1. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the TPSS must be written in the language of the procedure, which is English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the TPSS in English.

11. CONTENT AND PRESENTATION OF TENDER

- 11.1. Tenders must satisfy the following conditions:
- 11.1.1. Tenders must comprise the documents and information in Clause 12 below.
- 11.1.2. *The tender must be signed on behalf of the tenderer/joint venture/consortium by a person or persons duly authorized to do so, empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.*
- 11.1.3. *The relevant pages of the documents specified in Clause 12 must be signed as indicated.*
- 11.1.4. *The tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.*
- 11.2. The works are not divided into lots. Tenders must be for all the quantities indicated.

12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

To be customized to the requirements of the tender dossier.

- 12.1. All tenders must comprise the following information and duly completed documents:
- 12.1.1. Tender form, together with a signed Annex 1 "Declaration on honour on exclusion criteria and selection criteria
- Signed originals of the Declaration on honour shall be submitted.
- 12.1.2. *Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;*
- 12.1.3. *The forms provided in Volume 4:*
- for lump-sum contracts:*
- Volume 4.2.2 — Summary;
- Volume 4.2.3 — Breakdown of the lump-sum price;
- Volume 4.2.4 — Daily work schedule;
- Volume 4.2.5 — Detailed breakdown of prices.

The breakdown of the lump-sum price and the detailed breakdown of prices do not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.

for unit price contracts:

Volume 4.3.2 — Bill of quantities;

Volume 4.3.3 — Price schedule;

Volume 4.3.4 — Daily work schedule;

Volume 4.3.5 — Detailed breakdown of Prices.

- 12.1.3.1. The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

The detailed breakdown of prices must be used when required for any purpose under the contract, notably to provide the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions. The tenderer must provide clear arithmetical calculations for the proposed coefficients. Cash flow statements as part of the financial statement form (Form 4.4).

- 12.1.4. Copies of the most recent documents showing the organization chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow the forms in Volume 1, Section 4 of the tender dossier

To be completed in accordance with the questionnaire in Volume 1, Section 4

- general information about the tenderer (Form 4.1)
- organization chart (Form 4.2)
- power of attorney (Form 4.3).

- 12.1.5. Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last three years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.

- 12.1.6. Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.

- 12.1.7. Identification form (Form 4.5, Volume 1)

- 12.1.8. Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:

- a presentation of the tenderer's organization, including the total number of personnel employed (Form 4.6.1.1),
- a list of the personnel proposed for execution of the contract, with the CVs of key personnel (Forms 4.6.1.2 and 4.6.1.3),
- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include amongst others, the following elements:

The tenderer must indicate whether this equipment is owned, hired or used by a subcontractor.

- a work plan with brief descriptions of the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel it proposes to use on the main areas of work;
- a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
- data on subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
- evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least four projects of the same nature and complexity comparable to the works concerned by the tender during the last ten years
- information regarding the proposed main site office (Form 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).
- if applicable, information on tenderers involved in a joint venture/consortium (Form 4.6.5);
- details of their litigation history over the last three years (Form 4.6.6);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- any other information (Form 4.6.9).

12.1.9. Proof documents, declarations and undertakings according to Clauses 3.1-3.4 above. These documents should cover all members of a joint venture/consortium and all subcontractors as specified.

Through their tender submission form, tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information.

12.1.10. [Modifications (if any);]

12.2. In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

The selection criteria for each tenderer are as follows:

- (a) information on the educational and professional qualifications, skills, experience and expertise of the persons responsible for performance
- (b) a list of the works carried out in the last five years, accompanied by certificates of satisfactory execution for the most important works.
- (c) a statement of the technical equipment, tools or the plant available to the economic operator for performing the works contract if any;
- (d) a description of the technical facilities and means available to the economic operator for ensuring quality.
- (e) a description of the methodology and work plan
- (f) a statement of the average annual manpower and the number of managerial personnel of the economic operator for the last three years.
- (g) supply chain management that the economic operator will be able to apply when performing the contract;
- (h) Environmental management measures that the economic operator will be able to apply when performing the contract.

Economic and financial capacity of candidate:

- the average annual turnover of the tenderer in the past 3 years must be at least one million dollars.
- Tender must have access to sufficient credit and other financial facilities to cover the required cash flow for the duration of the contract.

Technical and professional capacity of candidate:

- it must have completed at least three to four projects of the same nature/volume /complexity as the works concerned by the tender and implemented during the following period: 5 years from the submission deadline, please specify the dates. The

TPSS reserves the right to ask for copies of certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned.

- all its key personnel must have at least 5 years' appropriate experience and proven qualifications relevant to works of a similar nature to this project.

12.2.1. Capacity-providing entities: An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. If the tenderer relies on other entities, it must prove to the contracting authority that it will have at its disposal the resources necessary to perform the contract by producing a commitment on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be provided at the request of the contracting authority.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

12.3. Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

- The tender must include all the information required in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members. See Form 4.6.5 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.

13. TENDER PRICES

- 13.1. The currency of the tender is the US dollar.
- 13.2. The tenderer must provide a bill of quantities and price schedule, for lump-sum contracts: breakdown of the lump-sum price in US dollars. The tender price must cover all works as described in the tender documents. All sums in for lump-sum contracts: breakdown of the lump-sum price, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.
- 13.3. Tenderers must quote all components for lump-sum contracts: breakdown of the lump-sum price. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the for lump-sum contracts: breakdown of the lump-sum price.
- 13.4. If a discount is offered by the tenderer, it must be clearly specified in for lump-sum contracts: breakdown of the lump-sum price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for all works.
- 13.5. If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

14. PERIOD OF VALIDITY OF TENDERS

- 14.1. Tenders must remain valid for a period of 90 days after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.
- 14.2. In exceptional circumstances, the TPSS may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accept the request, it may not amend its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.4.2.1. of the practical guide, the contracting authority may request an extension of the validity of the tenders up to the adoption of that recommendation.
- 14.3. The successful tenderer must maintain its tender for a further 60 days. This period is in addition to the validity period, irrespective of the date of notification.

No tender guarantee is required.

15. Tender guarantee

EITHER:

- 15.1. The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the TPSS that meets the essential requirements set out therein. The tender guarantee must

- be for an amount of 2% of the budget available for the contract. The original guarantee must be included in the original tender.
- 15.2. It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the contracting authority.
 - 15.3. The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the contracting authority for the requisite amount.
 - 15.4. The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
 - 15.5. The tender guarantee of the successful tenderer must be released when the tenderer has signed the contract and provided the requisite performance guarantee.]

16. VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

SUBMISSION OF TENDERS

17. SUBMITTING TENDERS

The complete tender must be submitted in one original, clearly marked 'original' and two copies, clearly marked 'copy' in one sealed envelope. In the event of any discrepancy between them, the original will prevail.

- 17.1. The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package.
- 17.2. All tenders must be sent to the TPSS before the deadline set in the contract notice.

Participants should submit their tender both hard copy and soft copy. However, the only hard copy will be taken to consideration during the evaluation .

- (a) the soft copy of the tender must be sent to the following address:

info@tpss.gov.so

- (b) hard copy of the must be delivered to the following address:
office the prime minister, villa Somalia, Mogadishu, Somalia.
Open: from 8:00am to 4:30 pm.

The tender submitted any other way will not be considered.

The TPSS may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the evaluation report, if accepting tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardies decisions already taken and notified.

17.3. Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- (a) the above address;
- (b) the reference code of this tender procedure, (i.e., <publication reference>)
- (c) the words 'Not to be opened before the tender opening session.
- (d) the name of the tenderer.

18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The contracting authority may, on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the contracting authority and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

19. LATE TENDERS

- 19.1. All tenders submitted after the deadline for submission specified in the contract notice or these instructions will be kept by the TPSS. The guarantees will be returned to the tenderers.
- 19.2. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20. ALTERING AND WITHDRAWING TENDERS

- 20.1. Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure
- 20.2. Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATING TENDERS

21. OPENING TENDERS

- 21.1. The purpose of opening and examining tenders is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 21.2. The opening session should be held at least one week after the deadline for submission of tenders. Tenders will be opened in public session by the appointed committee on the date and time and at the address specified in the contract notice.

The committee will draw up minutes of the meeting, which must be available to tenderers on request.

- 21.3. After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the TPSS in its decision concerning the award of the contract will result in the immediate rejection of its tender.

22. EVALUATING TENDERS

The TPSS reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analyzing tenders.

The TPSS reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

22.1. Examination of the administrative compliance of tenders

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The evaluation committee will check that each tender:

- has been properly signed;
- meets the requirements as set out in the administrative compliance grid;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

22.2. Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

At this step of the evaluation procedure, the committee will analyze the tenders' technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

Subsequently, the committee will evaluate the technically compliant offers in accordance with the technical evaluation grid (setting out the technical criteria, sub criteria and weightings) attached to the tender dossier.

22.3. Financial evaluation

Once the technical evaluation has been completed, the evaluation committee checks that the financial offers contain no arithmetical errors. The financial evaluation will have to identify the best financial offer, taking due account of any discounts offered.

When analyzing the tender, the evaluation committee will calculate the final tender price after adjusting it on the basis of Clause 23.

22.4. Documentary evidence for exclusion and selection criteria

At any time during the procurement procedure and before the award of the contract, the TPSS may request documentary evidence on compliance with the exclusion criteria set out in these instructions.

The TPSS may request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in the Declaration on Honour.

When requested, regarding the exclusion criteria, the tenderers should be able to provide the documentary proof or statements required under the law of the country in which the company (or, for consortia, each of the companies) is established, to show that it does not fall into any of the exclusion situations listed in Section 2.4.2. of the practical guide.

This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender.

The above-mentioned documents must be submitted for every member of a joint venture/consortium, all subcontractors and every capacity providing entity.

The TPSS may waive the obligation of any tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Where the documentary evidence submitted is language other than the procedures language, it is strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents.

Failure to provide valid documentary evidence at the request and within the deadline set by the TPSS shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

23. CORRECTING ERRORS

23.1. Possible errors in the financial offer will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

23.2. The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected.

CONTRACT AWARD

24. AWARD CRITERIA

The most economically advantageous tender is the technically compliant tender with the lowest price.

25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiry of the validity period of tenders, the TPSS will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must be prepared to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

The contracting authority will inform all tenderers simultaneously and individually of the award decision.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

26. CONTRACT SIGNING AND PERFORMANCE GUARANTEE

- 26.1. Within 30 days of receipt of the contract already signed, the other party must countersign and date the contract and return it. If applicable, the contractor shall, together with the return of the countersigned contract, submit to the TPSS a performance guarantee. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 26.2. The performance guarantee referred to in the general conditions is set at 10 % of the amount of the contract and must be presented in the form specified in the annex to the tender dossier, except where it takes the form of a certified cheque or a cash deposit. It will be released in accordance with the special conditions.

27. CANCELLATION OF THE TENDER PROCEDURE

In the event of cancellation of a tender procedure, tenderers will be notified by the TPSS. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;

- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the TPSS be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the contracting authority has been informed of the possibility of damage.

Publication of a contract notice does not commit the TPSS to implement the programme or project announced.

28. ETHICS, VALUES AND CODE OF CONDUCT

28.1. Absence of conflict of interest and of professional conflicting interest

The tenderer must not be affected by any professional conflicting interest nor any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

28.2. Respect for human rights and EU values as well as environmental legislation and core labour standards

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

The tenderer and its personnel must comply with EU values, such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities.

Zero tolerance for sexual exploitation, abuse and harassment:

The TPSS applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

28.3. Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The TPSS reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

28.4. Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the TPSS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving TPSS funds.

28.5. Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

29. APPEALS

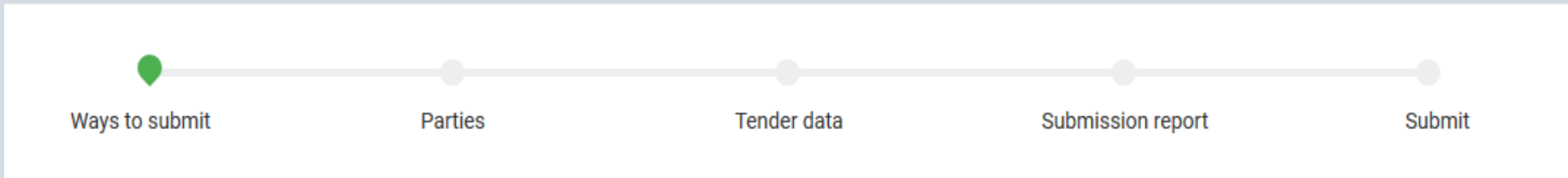
Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

30. DATA PROTECTION

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

List of documents to be submitted with the tender

The purpose of this table is to help tenderers prepare their tenders and set out clearly what documents must be submitted, by which involved entities, when (with the tender or later on request of the Contracting authority) and where (eSubmission.).

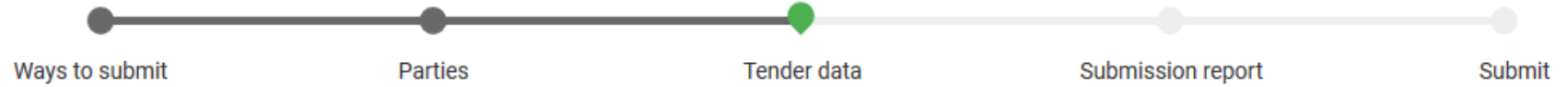
Description	Sole tenderer /individual candidate	Consortium		Identified Sub-contractor	Entity on whose capacity is being relied	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Member of the group				How to name the file?	Where to upload?
1. Identification and information about the tenderer. <i>e-Submission view</i>								
								
Tender form with declaration of tenderer (annex d4c)	☒	☒				With the tender in eSubmission	‘Tender form’	Select ‘sole submission’ or ‘group submission’. Under ‘parties’ identify the participants.

								☐ Under 'Attachments' ☐ add tender submission form ☐ 'Other documents'.
Declaration on Honour on Exclusion and Selection Criteria (annex a14a)	☒	☒	☒	☒	☒	With the in eSubmission	'Declaration on Honour'	Select the concerned entity under 'Parties' ☐ 'Identification tenderer' ☐ 'Attachments' ☐ 'Declaration on Honour'. For capacity providing entities who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader: ☐ 'Identification tenderer' ☐ 'Attachments' ☐ 'Other documents'.
Power of attorney (Form 4.3)	☒	☒	☒			With the tender in eSubmission	'Power of attorney'	In the Group leader's section under 'Parties' ☐ 'Identification tenderer' ☐ 'Attachments' ☐ 'Other documents'.

Economic and financial capacity Form 4.4	☒	☒				With the tender in eSubmission	<i>'Name to reflect the nature of the document'</i>	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Economic and financial capacity'.
Technical and professional capacity Form 4.1, Form 4.2, Form 4.6.1.1, Form 4.6.1.2, Form 4.6.1.3, Form 4.6.2, Form 4.6.3, Form 4.6.4, Form 4.6.5, Form 4.6.6, Form 4.6.7, Form 4.6.8, Form 4.6.9	☒	☒				With the tender in e-Submission	<i>'Name to identify the form'</i>	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Technical and professional capacity'.
Other documents	Documents deemed necessary (e.g. description of the warranty conditions, statement of origin, other documents as per nature of the call)					With the tender in e-Submission	<i>'Name to reflect the nature of the document'</i>	In the Group leader's section under 'Parties' ☐ 'Identification tenderer' ☐ 'Attachments' ☐ 'Other documents'..

2. Tender data.

eSubmission view



Failure to upload the following documents in eSubmission will lead to rejection of the tender.

Technical offer (Volume 5)	☒	☒				With the tender in e-Submission	'Technical offer'	Under section 'Tender Data' ☐ 'Technical offer'
Financial offer (budget) (Volume 4)	☒	☒				With the tender in e-Submission	'Financial offer'	Under 'Tender Data' ☐ 'Financial offer'

VOLUME 1

SECTION 2

TENDER FORM FOR A WORKS CONTRACT

Publication reference: TPSS/SOM/CT003/2026/work

Name of contract: **Expansion of Adale district hospital 2026**

Date: 24/7/2026

A: Towards Peace and Stability in Somalia (TPSS)

Email: info@tpss.gov.so

One signed form must be supplied, together with the number of copies specified in the instructions to tenderers. The form must include a signed declaration using the annexed format from each legal entity submitting this tender. **All data included in this form must concern only the legal entity or entities submitting this tender.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the TPSS upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Tenders submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

Capacity-providing entities

An economic operator (i.e. tenderer) may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. If the economic operator relies on other entities, it must in that case prove to the contracting authority that it will have at its disposal the resources necessary for the performance of the contract by producing with the tender documents a commitment by those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality as the economic operator relying on them and must comply with the selection criteria for which the economic operator relies on them. **For the purpose of the present tender, the data for this third entity for the relevant selection criterion**

has to be included in a separate document. Proof of the capacity will also have to be provided when requested by the contracting authority.

With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the tasks for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the economic operator relies, become jointly and severally liable for the performance of the contract.

1 SUBMITTED BY (i.e. the identity of the tenderer and bank account details)

	Name(s) of tenderer(s)	Official address, postcode, P.O box, city, country	Legal form	VAT number and/or Registration number (if applicable)	Place of main registration² (city and country) and date of registration	PIC number³
Leader⁴						
Member 2*						
Etc.						

	Account name and account holder name	IBAN/Account number	Currency	BIC/Swift code	Bank name and branch code	Address of bank, P.O box, city, country
Leader⁵						

Note that a capacity providing entity/subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data on capacity providing entities/ subcontractor must not appear in the data related to the economic, financial and professional capacity but on a separate document. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted). Any change in the identity of the leader and/or any consortium members between the deadline for receipt of requests to participate indicated in the contract notice and the award of the contract is not permitted without the prior written authorisation of the contracting authority.

⁵

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
e-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed tenderer's declaration using this format.

Additionally, each legal entity identified under point 1 of this form, including every consortium member, as well as each capacity providing entity and each subcontractor, must submit the declaration on honour on exclusion and selection criteria (Annex 1).

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [.../... /...]. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

[description of works] [for subcontractors: description of the portion covered by the subcontract]

description of works] [for subcontractors: description of the portion covered by the subcontract]

Etc.

3. The price of our tender *[excluding the discounts described under point 4]* is:

[.....]

4. We will grant a discount of [%], or [.....].*[in the event of our being awarded lot No ...and lot No]*.
5. This tender is valid for a period of 90 days from the final date for submission of tenders.

6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 15 of the special conditions.
7. Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>
8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorized to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution]. [We, the tenderer, confirm that where we rely on the capacities of other entities with regard to the criteria relating to economic and financial capacity, we have the written commitment made by the capacity providing entities that they are jointly liable for the performance of the contract.]
9. We undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the additional information about the contract notice. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this form according to Section 2.5.4. of the practical guide. We have no interest of any nature whatsoever in any other tender in this procedure.
11. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded TPSS.
12. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force.

14. We are aware that, for the purposes of safeguarding the TPSS'S financial interests, our personal data and those of all entities involved in the performance of the contract may be transferred to internal audit services, to the Early Detection and Exclusion System, to the Somalia Court of Auditors[* Delete as applicable]

Name and first name: [.....]

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

ANNEX 1 – DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: <i>(‘the person’)</i>	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: <i>(‘the person’)</i>

A. Declaration on honour on exclusion criteria

The person is not required to fill in this Part A of the declaration (Declaration on honour on exclusion criteria) if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – Situations of exclusion concerning the person

(to be filled in by all involved entities⁶)

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	☐	☐
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	☐	☐
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
(ii) entering into agreement with other persons with the aim of distorting competition;	☐	☐
(iii) violating intellectual property rights;	☐	☐
(iv) unduly influence or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interest involving any financial actors or other persons referred to in Article 61(1) of the EU Financial Regulation;	☐	☐
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	☐	☐
(vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 TEU, where such misconduct has an impact on the person or entity's integrity which negatively affects or concretely risks affecting the performance of the legal commitment;	☐	☐

⁶ An “involved entity” is each economic operator involved in the request to participate/tender. This includes the following four categories of economic operators:

- ✓ sole candidate/tenderer;
- ✓ group members (including group leader) in case of a joint request to participate/tender (consortium);
- ✓ identified subcontractors; and
- ✓ other entities (that are not subcontractors) on whose capacity the candidate/tenderer relies to fulfil the selection criteria.

(d) it has been established by a final judgement that the person is guilty of any of the following:			
(i)	fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	☐	☐
(ii)	corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	☐	☐
(iii)	conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
(iv)	money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
(v)	terrorist offences or offences related to terrorist activities, as defined in Articles 3 to 12 of Directive 2017/541 of the European Parliament and of the Council, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;	☐	☐
(vi)	child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
(e)	it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF), the Court of Auditors or the EPPO;	☐	☐
(f)	it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
(g)	it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations including those related to working rights, employment and labour conditions, in the jurisdiction of its registered office, central administration or principal place of business;	☐	☐
(h)	<i>(only for legal persons)</i> it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	☐	☐
(i)	the entity or person has intentionally and without proper justification resisted an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that the person or entity resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its	☐	☐

premises or any other areas used for business purposes, concealing or refusing to disclose information or providing false information.			
(2)	declares that, for the situations referred to in points (1) (c) to (1) (i) above, in the absence of a final judgement or a final administrative decision, the person is ⁷ :	YES	NO
(i)	subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	☐	☐
(ii)	subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	☐	☐
(iii)	subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
(iv)	subject to information transmitted by Member States implementing Union funds;	☐	☐
(v)	subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	☐	☐
(vi)	informed, by any means, that it is subject to an investigation by the Anti-Fraud office general auditor: either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	☐	☐

II — Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable when ‘the person’ is a natural person, a Member State or a local authority. In all other cases to be filled in by all involved entities⁶.

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a	YES	NO	N/A
---	-----	----	-----

⁷ The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 143(1) (a) Financial Regulation are met.

beneficial owner of the person (as referred to in point 6 of article 3 of Directive) No 2015/849) is in one of the following situations:			
Situation (1)(c) above (grave professional misconduct)	☐	☐	☐
Situation (1)(d) above (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (1)(e) above (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (1)(f) above (irregularity)	☐	☐	☐
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	☐	☐	☐

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

Not applicable when ‘the person’ is a natural person, a Member State, a local authority or legal persons with limited liability. In all other cases to be filled in by all involved entities⁶.

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u>[If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation]:</u>	YES	NO	N/A
Situation (a) above (bankruptcy)	☐	☐	☐
Situation (b) above (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – Other Grounds for rejection from this procedure

(to be filled in individually by the sole candidate/tenderer or all members in case of a joint request to participate/tender (consortium))

(5) declares that the above-mentioned person:	YES	NO
(a) Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	☐	☐

(b) Has professional conflicting interests which may negatively affect the performance of the contract.	☐	☐
(c) Is the addressee of a decision prohibiting the award of the contract for having received foreign subsidies distorting the internal market adopted by the Commission.	☐	☐

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorizing officer to determine whether such measures are sufficient to demonstrate its reliability. The person or entity shall submit remedial measures that have been assessed by an external independent auditor or be considered sufficient by a decision of a national or Union authority. This is without prejudice to the assessment of the panel. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

VI–evidence on exclusion criteria

The tender documents set out in detail which involved entities must provide the appropriate evidence to prove that they are not in an exclusion situation referred to in (1) and when the evidence needs to be provided.

The following could serve as evidence:

- For situations described in (1): (a), (c), (d), (f), (g) and (h) above, production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situation described in point (1) (a), (b), production of recent certificates issued by the competent authorities of the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. Declaration on honour on selection criteria

In case of a procedure with lots the statements in this part B apply to the lot(s) for which the request to participate/tender is submitted.

I – Selection criteria

Selection criteria applicable to the candidate/tenderer as a whole- Consolidated assessment

(to be filled in ONLY by the sole candidate/tenderer or the group leader in case of a joint request to participate/tender (consortium))

The person, being a sole candidate/tenderer/the group leader of in case of a joint request to participate/tender (consortium), submitting a request to participate/tender for the above procedure

(6) declares that the candidate/tenderer, including all members of the group in case of a joint request to participate/tender (consortium), subcontractors and entities on whose capacity the candidate/tenderer intends to rely if applicable:	YES	NO	N/A
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	☐	☐	☐

II - SELECTION CRITERIA –PROFESSIONAL CONFLICTING INTERESTS

(to be filled in by all involved entities)

The person, being a sole candidate/tenderer/ a member of a joint request to participate/tender (consortium)/a subcontractor/ an entity on whose capacity a candidate/tenderer relies to fulfil the selection criteria, submitting/participating in a request to participate/tender for the above procedure:

(7) declares that the person	YES	NO
(a) is subject to conflicting interests which may negatively affect the contract performance.	☐	☐

VIII – Evidence on selection criteria

The tender documents set out in detail the evidence and the time frame within which involved entities must provide it in order to prove that the candidate/tenderer fulfils the selection criteria.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority will request the presumed successful tenderer to provide such evidence within a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority and the documents are still up-to-date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

C - DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled in by the sole candidate/tenderer or each group member in case of a joint request to participate/tender (consortium))

The person, being a sole candidate/tenderer/a member in case of a joint request to participate/tender (consortium), submitting a request to participate/tender for the above procedure:

(8) declares that the person,	YES	NO
(a) has an established debt to the Union, European Atomic Energy Community or an executive agency when the latter implements the Union budget.	☐	☐

D. Declaration on honour on submitted tender

(to be filled in individually by the sole candidate/ tenderer, or the group leader in case of a joint request to participate/tender (consortium))

In case of a procedure with lots the statements in this part D apply to the lot(s) for which the request to participate/tender is submitted.

(9) declares that the person:	YES	NO
(a) [has prepared the submitted tender] [undertakes to prepare the tender (if invited to submit a tender)] in complete independence and autonomously from the other tenders submitted within the same procurement procedure.	☐	☐

The person must immediately inform the contracting authority of any changes in the situations as declared.

The person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature⁸

[]

VOLUME 1

SECTION 3

TENDER GUARANTEE FORM

TENDER GUARANTEE FORM

Works contract

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

Villa Somalia office of the prime minister Mogadishu

referred to below as the ‘contracting authority’

Title of contract: **expansion of the Adale district hospital 2026**

Identification number: **TPSS/SOM/003/2026/WORK**

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of <tenderer's name and address>, payment to the contracting authority of 2% of the budget available for the construction, this amount representing the guarantee referred to in Section 15 of the Instructions to tenderers.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the instructions to tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].⁹

The law applicable to this guarantee shall be that of the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country in which the financial institution issuing the guarantee is established.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Done at,/../..

Name and first name: On behalf of:

Signature¹⁰:

[stamp of the body providing the guarantee]

¹⁰Can be signed using a qualified electronic signature (QES).

VOLUME 1

SECTION 4

QUESTIONNAIRE

CONTACTS

Additional notice to tenderers

Form 4.1 General information about the tenderer

Form 4.2 Organisation chart

Form 4.3 Power of attorney

Form 4.4 Financial statement

**Form 4.5 a) Financial identification form
b) Legal entity files**

Form 4.6 Technical qualifications

4.6.1 Personnel

4.6.2 Plant

4.6.3 Work plan and programme

4.6.4 Experience as contractor

4.6.5 Information on joint ventures

4.6.6 Litigation history

4.6.7 Quality assurance system(s)

4.6.8 Accommodation for the supervisor

4.6.9 Further information

VOLUME 1

SECTION 4

ADDITIONAL NOTICE TO TENDERERS

1. Tenderers must answer all questions contained in the forms.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, 'not applicable' should be entered alongside with a brief explanation.
4. Every page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations submitted by the tenderer must be given in US Dollars. Original bank statements should be also attached for reference.
6. If the requested supporting documents/certificates must be written in English.
7. Each member of a joint venture/consortium must fill in and submit separately the following forms: 4.1, 4.2, 4.3, 4.4, 4.5b, 4.6.1.1, 4.6.4, 4.6.6. All other forms must be filled in and submitted jointly.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. Please be aware that a lack of data may result in their non-compliance in the related item of evaluation.

SECTION 4

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

- 4.1.1. Name of company
.....
.....
- 4.1.2. Registered address
.....
.....Telephone
Fax.....E-mail.....
- 4.1.3. Names and nationalities of principals / directors and associates
.....
.....
.....
- 4.1.4. Type of company (natural person, partnership, corporation, etc.)
.....
- 4.1.5. Description of company (e.g. general civil engineering contractor)
- 4.1.6. Company's nationality
- 4.1.7. Number of years' experience as contractor
- in own country.....
- internationally.....
- 4.1.8. Registration details
.....
Please attach copy of the registration certificate
- 4.1.9. Equity in the company
Shares (%)
.....
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether
parent/subsidiary/subcontractor/other:.....
.....
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent company have in the
project?
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the contracting
authority in accordance with applicable regulations (for information only)
- Signature:
(a person or persons authorised to sign on behalf of the tenderer)

Date:

VOLUME 1

SECTION 4

FORM 4.2

ORGANISATION CHART

Please give details here below of the organisation chart of your company, showing the position of directors, key personnel and functions.

Signature.....

(a person or persons authorised to sign on behalf of the tenderer)

Date.....

SECTION 4

FORM 4.3

POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:

SECTION 4

FORM 4.4

FINANCIAL STATEMENT

Please provide all of the information required in us dollar.

4.4.1 Basic capital

Amount..... Dollar
Currency..... Dollar
Authorised..... Dollar
Issued..... Dollars

4.4.2 [Annual value of construction work undertaken] [Annual turnover] for each of the last three years, and projected for the next two years.

Dollars	Year-3	Year-2	Last year	Current year	Year+1	Year+2
At home						
Abroad						
Total						

4.4.3 Approximate value of works in hand (at home and abroad) (US Dollar)

4.4.4¹¹

¹¹ Please see point 4 in the instructions to tenderers if documentary evidence/proof is needed.

Please attach copies of the company's certified statements of account for the previous three years (with translations into the procedural language, if necessary) from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

[illegible]

IDENTIFICATION FORM

PRIVATE LAW BODY

FORMS 4.5

ORGANISATION DETAILS

National denomination and its translation in EN or

Official name

Business/Trading
name _____

Abbreviation _____

Address of Head office

Address _____

Postalcode _____ city _____

P.O. BOX _____ country _____

Email _____

ORGANISATION IDENTIFIER

Legal
form _____

Organization type For Profit ☐

Non For Profit ☐ NGO ☐ Yes ☐ No

NGO=non-governmental organization, to be completed if NFPO is indicated

Main registration number

Registration number in the national register of companies. See table with corresponding denominations by country.

Secondary registration number _____
If applicable

Place of Main registration _____ issuing country _____

Date of Main registration _____

VAT number _____

BANKING DETAILS

Enter the final bank data and not the data of the

Account name _____

This does not refer to the type of account. The account name is usually the one of the account holders. However, the account holder may have chosen to give a different name to its bank account.

IBAN/Bank account number _____

Fill in the IBAN code (International Bank Account number) if it exists in the country where your bank is established

Bank name _____

BIC/SWIFT code _____

Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code).

Does not apply for other countries.

Remark - Payment reference

Address of the bank branch

Address _____

Postal code _____ city _____

P.O. BOX _____ country _____

Account holder's data

Account _____ holder's

name _____

Legal owner of the bank account

To complete if the address declared to the bank is different to the head office address

Address

Postal

code _____ city _____

P.O.BOX _____ country _____

**BANK REPRESENTATIVE'S SIGNATURE AND
BANK'S STAMP**

**AUTHORISED REPRESENTATIVE'S SIGNATURE
AND STAMP**

Date:

VOLUME 1

SECTION 4

FORMS 4.6.1 TO 9

TECHNICAL QUALIFICATIONS

SECTION 4

FORM

4.6.1.1

OVERVIEW OF THE TENDERER'S -PERSONNEL

i -	Overview	
a -	Directors and management	.....
b -	Administrative personnel	.....
c -	Technical personnel	
	- Engineers	.....
	- Surveyors	.....
	- Foremen	.....
	- Mechanics	.....
	- Technicians	.....
	- Machine operators	.....
	- Drivers	.....
	- Other skilled personnel	.....
	- Labourers and unskilled personnel	.....
	Total	=====
ii -	Site operatives to be employed on the contract (if relevant)	
a -	Site management	.....
b -	Administrative personnel	.....
c -	Technical personnel	
	- Engineers	.....
	- Surveyors	.....
	- Foremen	.....
	- Mechanics	.....
	- Technicians	.....
	- Machine operators	.....
	- Drivers	.....
	- Other skilled personnel	.....
	- Labourers and unskilled personnel	.....
	Total	=====

Signature
(person(s) authorised to sign on behalf of the tenderer)

Date

FORM 4.6.1.2

PERSONNEL TO BE EMPLOYED ON THE CONTRACT

Position/ Name	Nationality		Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)	Employed by (in case of a joint tender, indicate the name of the consortium member employing the personnel)
Quality control				/		
Others responsible for				/		

Others responsib le for				/		
--	--	--	--	---	--	--

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

SECTION 4

FORM 4.6.1.3

PROFESSIONAL EXPERIENCE OF KEY PERSONNEL

CURRICULUM VITAE

(maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

1. Surname:
2. Name:
3. Education:

Institutions:	
Date: From (month/year) To (month/year)	
Degree or qualification:	

4. Language skills

Indicate on a scale of A1 to C2 (from A1 (beginner) to C2 (proficient))¹²:

Language	Level	Passive	Spoken	Written
	Mother tongue			

¹²

5. Membership of professional bodies:
6. Other skills (e.g. computer literacy):
7. Current position:
8. Years of professional experience:
9. Key qualifications:
10. Specific experience in developing countries:

Country	Date: from (month/year) to (month/year)	Name and brief description of the project

11. Professional experience:

Date: from (month/year) to (month/year)	
Place	
Company/organisation	
Position	
Job description	

12. Others:
- 12a. Publications and seminars:
- 12b. References:

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date.....

PLANT

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Current approximate value in us dollars
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT				/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

Signature
(person(s) authorised to sign on behalf of the tenderer)

Date.....

SECTION 4

FORM 4.6.3

WORK PLAN AND PROGRAMME

- 4.6.3.1** State the proposed location of your main office on the site, stations (steel/concrete/ structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2** Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3** Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4** If the tenderer plans to subcontract part of the works, he must provide the following details:

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontracting as percentage of the total cost of the project	Experience in similar work (details to be specified)

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

SECTION 4

FORM 4.6.4

EXPERIENCE AS CONTRACTOR

4.6.4.1 List of contracts of similar nature and scale performed during the past **<insert number>** years

Name of project/type of works	Total value of works the contractor was responsible for ²	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued?	Yes yet
							- Not (current contracts) – No	
A) In home country								

Name of project/type of works	Total value of works the contractor was responsible for ¹⁴	Period of contract	Start date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
B) Abroad							

4.6.4.2¹⁵ Please attach here available references and certificates from the relevant contracting authorities

Signature
(person(s) authorised to sign on behalf of the tenderer)

Date

SECTION 4

FORM 4.6.5

DATA ON JOINT VENTURES

- 4.6.5.1** Name
- 4.6.5.2** Managing board's address
-
- TelephoneFax.....
- E-mail.....
- 4.6.5.3** Agency in the state of the contracting authority, if any (for joint ventures/consortia with a foreign lead member)
- Office address
-
- TelephoneFax.....
- E-mail.....
- 4.6.5.4** Names of members
- i)
- ii)
- iii)
- Etc.
- 4.6.5.5** Name of lead member
-
-
- 4.6.5.6** Agreement governing the formation of the joint venture/consortium
- i) Date of signature:
- ii) Place:
- iii) Enclosure — joint venture/consortium agreement
- 4.6.5.7** Proposed division of responsibilities between members (in %) with an indication of the type of work to be performed by each
-
-
-
-
-

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

SECTION 4

FORM 4.6.6

LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed, whether as main contractor or as consortium-member, during the last five years or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in us dollars)

Signature
(*person(s) authorised to sign on behalf of the tenderer*)

Date

SECTION 4

FORM 4.6.7

QUALITY ASSURANCE SYSTEM(S)

Please provide details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

SECTION 4

FORM 4.6.8

ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

SECTION 4

FORM 4.6.9

FURTHER INFORMATION

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

Contract title:	TENDER FOR EXPANSION OF ADALE DISTRICT HOSPITAL 2026	Publication reference:	TPSS/SOM/CT/003/2026/work
------------------------	---	-------------------------------	----------------------------------

Tender number	Tenderer name	Is tenderer (consortium) nationality ¹⁶ eligible? (Y/N)	Tender submission form duly completed? (Yes/No)	Declaration(s) on honour included? (Yes/No)	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Sub-contracting statement acceptable? (Yes/No/Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Form FS-PP on financial contributions from non EU Countries (Yes/No/Not Applicable)	Overall decision? (Accept / Reject)
1											
2											
3											
4											
5											
6											
7											
8											

Chairperson's name	
Chairperson's signature	
Date	

VOLUME 1

SECTION 5

EVALUATION GRID

EVALUATION GRID

This grid must be completed by each evaluator.

Contract title:		TENDER FOR EXPANSION OF ADALE DISTRICT HOSPITAL 2026						Publication reference:		TPSS/SOM/CT/003/2026/work	
Tender no.	Tenderer's name	Rules of origin respected ? (additional guidance ¹⁷) (Yes/No)	Economic and financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Nationalities of subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technical compliance?	Observations

Evaluator's name	
Evaluator's signature	
Date	

technical evaluation grid¹⁸ (setting out the technical criteria, sub criteria and weightings):

	Maximum
Criteria	
information on the educational and professional qualifications, skills, experience and expertise of the persons responsible for performance	20
list of the works carried out in the last five years, accompanied by certificates of satisfactory execution for the most important works.	20
statement of the technical equipment, tools or the plant available to the economic operator for performing the works contract if any	5
a description of the methodology and work plan	20
A description of the technical facilities and quality assurance systems available to the economic operator.	10
a statement of the average annual manpower and the number of managerial personnel of the economic operator for the last three years.	15
supply chain management that the economic operator will be able to apply when performing the contract;	5

Environmental management measures that the economic operator will be able to apply when performing the contract.	5
Overall total score	100

Strengths	
Weaknesses	

Evaluator's name	
Evaluator's signature	
Date	

WORKS CONTRACT

TPSS/SOM/CT/003/2026/WORK

MAIN CONDITIONS

Name the contracting authority: Towards peace and stability in Somalia (TPSS) fund

Address of the contracting authority: office the prime minister Mogadishu, Somalia

represented for the purposes of the signature of this [framework] contract by the authorized representative indicated in the respective field under “SIGNATURES” below

of the one part, and

[Option 1: The tender was submitted by a single tenderer or by a group of economic operators with a separate legal personality:]

1. [Contractor's full official name]

Legal form: [Contractor's official legal form]

Registration number: [Contractor's statutory registration number or ID or passport number]

Official address: [Contractor's full official address]

VAT: [OPTION for contractors with VAT: VAT registration number]

(‘the contractor’)

[Option 2: The tender was submitted by a group of economic operators without a separate legal personality (de facto consortium/joint tender):

2. [[Include the name of the group if any -] group of economic operators who submitted a joint tender (‘the group’) [composed of the following members who are jointly and severally liable vis-a-vis the contracting authority for the implementation of this contract]

Legal form: [Contractor's official legal form]

Registration number: [Contractor's statutory registration number or ID or passport number]

Official address: [Contractor's full official address]

VAT: [OPTION for contractors with VAT: VAT registration number]

appointed as leader of the group by the members of the group that submitted the joint tender,

[repeat the above data as many times as there are contractors in case of consortium/joint tender and continue numbering]

(collectively "the contractor"),

represented for the purposes of signing this contract by the authorized representative indicated in the respective field under "SIGNATURES" below,

on the other part,

HAVE AGREED as follows:

1. Subject matter

The title of this contract is: "[insert title of the contract]."

The terms and conditions applying to this contract are laid down hereafter and in the special and general conditions and their annexes. They shall be deemed to form and be read and construed as an integral part of this contract in the order described in the special conditions.

2. Contract value

The maximum amount covering all purchases under this contract is [currency¹⁹] [insert amount (insert amount in words)].]

3. Entry into force and duration

This contract enters into force on the date on which the last party signs it.

The maximum duration of this contract is **months** from the later date between the following two dates: the date the contract is signed by the last contracting party, and DD_MM_YY.

4. Bank account

Payments shall be made in accordance with the special conditions into the following bank account:

Name of bank: [insert bank name]

Exact denomination of account holder: [full name of account holder]

Bank account number: [insert bank account number].

Signatures

For the contractor

For the contracting authority

[electronic signature
contractor]

[electronic signature
contracting authority]

VOLUME 2

SECTION 3

SPECIAL CONDITIONS FOR EXPANSION OF ADALE DISTRICT HOSPITAL CONTRACT

CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the TPSS, other clauses can be indicated to cover particular situations.

Contract value

The contracting authority hereby agrees to pay to the contractor, in consideration of the execution and completion of the works and remedying of defects therein, the amount of the contract value mentioned in article 2 of the Main Conditions or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract. VAT will be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the project.

The amount of the contract value mentioned in article 2 of the Main Conditions shall be composed of:

- Contract price (excluding VAT/other taxes) IN Dollars

Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- (a) The main conditions
- (b) the special conditions,
- (c) the general conditions,
- (d) [Only for contracts financed by post 2021 instruments (NDICI, IPA III, etc. [only where the PRAG Procedural rules are chosen in the special conditions]): applicable only if the contract is a transnational contract: the PRAG Procedural rules on conciliation and arbitration.]
- (e) the technical and/or performance specifications,
- (f) the design documentation (drawings)
- (g) any other documents forming part of the contract.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

Article 2 Language of the contract

- 2.1 The language used shall be English.

Article 4 Communication

4.1 Communication details

All formal communications related to the project shall be conducted through designated channels to ensure clarity, accountability, and traceability. The following details shall apply.

Official communication channels:

- Written letters
- Emails through official TPSS and contractor email addresses
- Scheduled meetings and site reports

4.5 & 4.6 Mail or email communication

communications will be sent via email, or, exceptionally, on paper, via delivery, to the following addresses.

For the purpose of this contract, mail or email communications must be sent to the following addresses:

TPSS:

Abdirahman Hassan Jimalle

Office of the prime minister Mogadishu

Email: info@tpss.gov.so

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

Article 5 Supervisor and supervisor's representative

5.2 <Specify the resources available to the project supervisor and its representative.>

5.3. Any communication given by the supervisor's representative to the contractor in accordance with the terms of such delegation shall have the same effect as though it had been given by the supervisor, provided that:

- a) any failure on the part of the supervisor's representative to disapprove any work, materials or plant shall not prejudice the authority of the supervisor to disapprove such work, materials or plant and to give the instructions necessary for the rectification thereof;
- b) the supervisor shall be at liberty to reverse or vary the contents of such communication.

- 5.4.1. Instructions and/or orders issued in writing by the supervisor shall be considered an administrative order. Such orders shall be dated, numbered and entered by the supervisor in a register, and copies thereof delivered by hand, where appropriate, to the contractor's representative.

Article 8 Documents to be provided

- 8.1. within 30 days of the signing of the contract, the supervisor shall provide to the contractor, free of charge, a copy of the drawings prepared for the implementation of tasks as well as two copies of the specifications and other contract documents. The contractor may purchase additional copies of these drawings, specifications and other documents, insofar as they are available. Upon the final acceptance, the contractor shall return to the supervisor all drawings, specifications and other contract documents.

Article 9 Access to the site

- 9.1 The contractor is obliged to give the delegation free access to its sites, factories, workshops, etc., and generally assist the delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives.

All correspondence between the contractor and the TPSS or project supervisor must be copied, for information.

Article 12 General obligations

- 12.9 The emblem (flag) of the somalia and TPSS must be displayed on all project-related materials. It must be accompanied by the standard disclaimer: During the **inauguration ceremony** the emblem or flag of the italian government with the national emblem or flag of Somalia must be displayed equally to acknowledge their contribution.

Article 15 Performance guarantee

- 15.1 The amount of the performance guarantee will be \$24,300 of the amount of the contract and any addenda thereto.
- 15.8 Within 60 days after the deliverance of the certificate of provisional acceptance according to Article 60.1 and the completion of any outstanding work or reservation, 70% of the amount of the performance guarantee may be released.

Article 16 Liabilities and insurance

- 16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value(1x)
- 16.1 b) By way of derogation from Article 16.1(b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one and a half (1.5) times the contract value.

Article 17 Programme of implementation of tasks

- 17.1. Notwithstanding any work programme submitted as part of its tender, the contractor

shall provide the supervisor with a programme of implementation of tasks, broken down by activity and by month within 30 days of the signature of the contract. This programme includes at least the following information:

- a) the order and time limits within which the contractor proposes to carry out the works;
- b) the time limits within which submission and approval of the drawings are required;
- c) an organisation chart containing the names, qualifications and curricula vitae of the personnel responsible for the site,
- d) a general description of the method including the sequence, by month and by nature, which the contractor proposes to carry out the works;
- e) a plan for the setting out and organisation of the site, and
- f) such further details and information as the supervisor may reasonably require.

17.2. The supervisor shall return these documents to the contractor with its approval or any relevant remarks within ten days of receipt, save where the supervisor, within those ten days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

Article 19 Contractor's drawings and execution studies

19.1. The contractor shall submit to the supervisor for approval at its own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the contract, and in particular:

- a) drawings, documents, samples and/or models as may be specified in the contract within the time limits and procedures laid down therein or in the programme of implementation of tasks;
- b) drawings as the supervisor may reasonably require for the implementation of tasks.
- c) plans, drawings and calculations needed to provide evidence of the stability and resistance of the structures, including foundation design and detailed reinforcement plan. These calculations and surveys should be sustained by sufficient site investigations and should be submitted in triplicate to the supervisor for approval at least 30 days before commencing construction of the works in question.

19.7 the language of the manuals and drawings can not be different than the language of the contract.

Article 20 Sufficiency of tender prices

20.1. Since the contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work which is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

Article 21 Exceptional risks

21.1. Weather conditions shall not entitle the contractor to claims under Article 55.

Article 24 Interference with traffic

- 24.1. The contractor shall ensure that the works and installations do not cause damage to, or obstruct traffic on, communication links such as roads, railways, waterways and airports, save as permitted under the special conditions. It shall, in particular, take account of weight restrictions when selecting routes and vehicles.
- 24.2. The Contractor shall implement and maintain appropriate measures to ensure the safe and efficient movement of vehicular and pedestrian traffic on and around the site.

Article 27 Demolished materials

- 27.1. The contract includes demolition work, materials and articles obtained therefrom shall become the property of the contractor.
- 27.2. The remove demolition materials the contractor shall, at its expense, progressively remove rubble and other demolition materials, rubbish and debris from the site.

Article 29 Temporary works

- 29.2. there is no design of particular temporary works is the responsibility of the contracting authority.

Article 30 Soil studies

- 30.1. the contractor shall make available to the supervisor, the personnel and equipment necessary for carrying out any soil survey which the supervisor considers reasonably necessary.

Article 32 Patents and licenses

- 32.1. the contractor shall indemnify and hold the contracting authority and the supervisor harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the contracting authority and/or the supervisor.

Article 34 Period of implementation of tasks

- 34.1. The period of implementation of tasks is 6 months.

Article 36 Delays in the implementation of tasks

- 36.1. The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapse between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

Article 40 Origin and quality of works and materials

- 1.1. 40.1 All goods purchased and materials under the contract may originate in any country.

Article 43 Ownership of plant and materials

- 43.2 All equipment, temporary works, plant and materials provided by the contractor shall, when brought on the site, be deemed to be exclusively intended for the execution of the works and the contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent of the supervisor.

Article 44: General principles for payments

- 44.3 Payments shall be made in dollars.

- 44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 90 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 90 days.

- 44.5 The contractor undertakes to repay to the TPSS any amounts paid in excess of the final amount due, before the deadline indicated in the debit note which is 45 days from the issuing of that note.

Amounts to be repaid to the TPSS may be offset against amounts of any kind due to the contractor. This shall not affect the parties' right to agree on payment in instalments. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

Article 46 Pre-financing

- 46.1 pre-financing is possible in this contract.

- 46.2 The total amount of the pre-financing is 10 % of the original contract price for the lump-sum advance and 20 % for all other pre-financing.

The first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required. In case the use of the electronic exchange system under Article 4.4 of the special conditions is not activated, the contractor must send an invoice for the pre-financing payment. Otherwise, the first-prefinancing payment shall not be subject to the receipt of an invoice and no invoice is required.

- 46.3(c) By derogation from Article 46.3(c) of the general conditions no pre-financing guarantee is required²⁰.

- 46.8 Repayment of the pre-financing shall take the form of deductions based on monthly claims.

- a) The flat-rate pre-financing (maximum of 10 %) shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80 % of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.8}$$

where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

- b) The pre-financing for plant, machinery and tools — and the pre-financing for other major prior outlays (20 % maximum) — shall be repaid by means of deductions from instalments and, if necessary, the balance due to the contractor. Repayment shall begin with the first instalment and end, at the very latest, by the time 90 % of the amount of the contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

Article 47 Retention monies

- 47.1 the arrangements for retention monies. Normally, the sum to be retained from interim payments to guarantee implementation of the contractor's obligations during the defect's liability period is 10% of each instalment.

Article 49 Measurement

- 49.1 For lump-sum contracts, the amount due under the contract shall be determined on the basis of the breakdown of the overall contract price, or on the basis of a breakdown expressed as a percentage of the contract price corresponding to completed stages of the works. Where items are accompanied by quantities, these shall be firm quantities for which the contractor has submitted its all-in price, and shall be paid for irrespective of the quantities of work actually carried out.

Article 50 Interim payments

Payment stage	Timing	Description	Percentage of the contract price	Condition/ remarks
Advance Payment (if applicable)	Upon contract signature		10%	Subject to an advance payment guarantee
Interim payment 1	End of 1 month		15%	Retention deducted
Interim payment 2	End of 2 months		15%	Retention deducted
Interim payment 3	End of 3 months		20%	Retention deducted
Interim payment 4	End of 4 months		15%	Retention deducted
Interim payment 5	End of 5 months		10%	Retention deducted
Provisional acceptance payment	End of 6 months		5%	Retention continues
Retention (withholding)	Held for 6 months		10%	Released after final acceptance
Total contract value			100%	

Article 51 Final statement of account

51.(1) and (2)

- 51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with

the contract and all further sums which the contractor considers to be due to it under the contract.

- 51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

Article 53 Delayed payments

- 53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment

Article 59 Partial acceptance

- 59.3 The defects liability period provided for in Article 61 shall run from substantial completion of the works as certified by the Engineer.

Article 60 Provisional acceptance

- 60.1. 60.1 In complement to Article 60.1 of the general conditions the works shall be taken over by the TPSS when they have satisfactorily passed the tests on completion and a certificate of provisional acceptance has been issued or is deemed to have been issued.

Article 61 Defects liability

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any defect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the TPSS. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

Article 68 Dispute Settlement

- 68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall
- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and
 - (b) in the case of a transnational contract, be settled by arbitration in accordance with the PRAG procedural rules on conciliation and arbitration, annexed to this contract. Should such rules have been amended by the time the arbitration proceedings are initiated, the amended rules will apply.)

Article 72 Data protection

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the federal republic Somalia and with the provisions of the respective financing agreement.
2. To the extent that the contract covers an action financed by the, the Contracting Authority may share communications related to the implementation of the contract. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission.

ANNEX I

GENERAL CONDITIONS FOR WORK CONTRACTS

Content

<u>PRELIMINARY PROVISIONS</u>	6
<u>ARTICLE 1</u> <u>DEFINITIONS</u>	6
<u>ARTICLE 2</u> <u>COMMUNICATIONS</u>	6
<u>ARTICLE 3</u> <u>ASSIGNMENT</u>	8
<u>ARTICLE 4</u> <u>SUBCONTRACTING</u>	8
<u>OBLIGATIONS OF THE TPSS</u>	9
<u>ARTICLE 5</u> <u>SUPPLY OF INFORMATION</u>	9
<u>ARTICLE 6</u> <u>ASSISTANCE WITH LOCAL REGULATIONS</u>	9
<u>OBLIGATIONS OF THE CONTRACTOR</u>	9
<u>ARTICLE 7</u> <u>GENERAL OBLIGATIONS</u>	9
<u>ARTICLE 8</u> <u>CODE OF CONDUCT</u>	11
<u>ARTICLE 9</u> <u>CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST</u>	12
<u>ARTICLE 10</u> <u>ADMINISTRATIVE DECISIONS</u>	13
<u>ARTICLE 11</u> <u>SPECIFICATIONS AND DESIGNS</u>	13
<u>ARTICLE 12</u> <u>LIABILITIES</u>	13
<u>ARTICLE 13</u> <u>MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS</u>	15
<u>ARTICLE 14</u> <u>INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS</u>	17
<u>NATURE OF THE SERVICES</u>	18
<u>ARTICLE 15</u> <u>THE SCOPE OF THE SERVICES</u>	18
<u>ARTICLE 16</u> <u>PERSONNEL</u>	19
<u>ARTICLE 17</u> <u>REPLACEMENT OR REMOVAL OF EXPERTS</u>	19
<u>ARTICLE 18</u> <u>TRAINEES</u>	20
<u>PERFORMANCE OF THE CONTRACT</u>	21
<u>ARTICLE 19</u> <u>IMPLEMENTATION OF THE TASKS AND DELAYS</u>	21
<u>ARTICLE 20</u> <u>AMENDMENT TO THE CONTRACT</u>	21
<u>ARTICLE 21</u> <u>WORKING HOURS</u>	23
<u>ARTICLE 22</u> <u>LEAVE ENTITLEMENT</u>	23
<u>ARTICLE 23</u> <u>INFORMATION</u>	23
<u>ARTICLE 24</u> <u>RECORDS</u>	23
<u>ARTICLE 25</u> <u>VERIFICATIONS, CHECKS AND AUDITS BY SOMALIA GOVERNMENT AND THIRD PARTY MONITORING BODIES</u>	24
<u>ARTICLE 26</u> <u>INTERIM AND FINAL REPORTS</u>	25
<u>ARTICLE 27</u> <u>APPROVAL OF REPORTS AND DOCUMENTS</u>	25
<u>PAYMENTS & DEBT RECOVERY</u>	25
<u>ARTICLE 28</u> <u>EXPENDITURE VERIFICATION</u>	25
<u>ARTICLE 29</u> <u>PAYMENT AND INTEREST ON LATE PAYMENT</u>	26
<u>ARTICLE 30</u> <u>FINANCIAL GUARANTEE</u>	29
<u>ARTICLE 31</u> <u>RECOVERY OF DEBTS FROM THE CONTRACTOR</u>	30
<u>ARTICLE 32</u> <u>REVISION OF PRICES</u>	31
<u>ARTICLE 33</u> <u>PAYMENT TO THIRD PARTIES</u>	31

<u>BREACH OF CONTRACT, SUSPENSION AND TERMINATION</u>	31
<u>ARTICLE 34 BREACH OF CONTRACT</u>	31
<u>ARTICLE 35 SUSPENSION OF THE CONTRACT</u>	32
<u>ARTICLE 36 TERMINATION BY THE TPSS</u>	33
<u>ARTICLE 37 TERMINATION BY THE CONTRACTOR</u>	35
<u>ARTICLE 38 FORCE MAJEURE</u>	36
<u>ARTICLE 39 DECEASE</u>	36
<u>SETTLEMENT OF DISPUTES AND APPLICABLE LAW</u>	37
<u>ARTICLE 40 SETTLEMENT OF DISPUTES</u>	37
<u>ARTICLE 41 APPLICABLE LAW</u>	37
<u>DATA PROTECTION</u>	38
<u>ARTICLE 42 DATA PROTECTION</u>	38

PRELIMINARY PROVISIONS

ARTICLE 1 DEFINITIONS

- 1.1 The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2 Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3 The word “country” shall be deemed to include State or Territory.
- 1.4 Words designating persons or parties shall include firms, companies, and any organization having legal capacity.
- 1.5 The definitions of the terms used throughout these general conditions are laid down in the “Glossary of terms”, Annex A1a to the practical guide, which forms an integral part of the contract.

ARTICLE 2 COMMUNICATIONS

- 2.1 Any written communication relating to this contract between the TPSS or the project manager, and the contractor must be in the language of the contract and shall state the contract title and identification number.

Communication between the parties can take place:

- by electronic means, via electronic exchange system, in accordance with the provisions of Article 2.4,
- by electronic means, via email, in accordance with the provisions of Article 2.5
- on paper, via mail-by courier service with proof of delivery or by registered post with proof of delivery, in accordance with the provisions of Article 2.6.

The specific rules when formal notifications are considered to have been received are provided in Articles 2.4.2, 2.5.2 and 2.6.2. below.

Communication details to be used for all communication between the parties are indicated in Article 2 of the special conditions.

- 2.2 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words “notify”, “consent”, “certify”, “approve” or “decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.3 Any oral instructions shall be confirmed in writing.
- 2.4 **Communication via electronic exchange system (EES)**

The TPSS may use an EES for all exchanges with the contractor during the implementation of the contract.

If communication via the EES is hindered by factors beyond the control of one party, including technical problems, the party who first discovers the hindrance must notify the other party immediately and the parties must take the necessary measures to restore this communication via the EES. Upon such notification, the parties shall use alternative means

of communication until communication via electronic exchange system is restored. The provisions applicable to alternative means of communication are described in Articles 2.5 and 2.6 below.

If the EES is temporarily unavailable, the sending party cannot be considered in breach of its obligation to send a communication within a specified deadline. In any event, for reasons linked to business continuity, the TPSS reserves the right to use alternative means of communication at any moment.

2.4.1 Date of communication via electronic exchange system for other than formal notifications

Notifications through the EES are generally considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through the EES) as indicated by the time logs.

2.4.2 Date of communication via electronic exchange system for formal notifications

The receiving date for formal notifications made through the EES will be the date and time the communication is accessed, as indicated by the time logs. Formal notifications that have not been accessed within 10 days after sending, will be considered to have been accessed.

2.5 Communication via email

When communicating via e-mail, the parties shall send their messages to the email addresses indicated in Article 2 of the special conditions.

2.5.1 Date of communications via email for other than formal notifications

Without prejudice to Article 2.5.2. below and Point 31.3 of Annex I to the FR, notifications via email are considered to have been made and the email is deemed to have been received by the receiving party on the date of dispatch of that e-mail, if it is sent to the email address indicated in Article 2 of the special conditions and does not have characteristics that could reasonably prevent its proper delivery (such as sending extremely voluminous e-mails that can be blocked for their size or emails containing elements that the majority of the spam filters would block). The sending party must be able to prove the date of dispatch. If the sending party sends the email to the email address indicated in Article 2 of the special conditions and receives a non-delivery report, it must make every reasonable effort to ensure that the other party receives the communication.

2.5.2 Date of communications via email for formal notifications

Formal notifications by email are considered to have been received on the date of dispatch of a return email expressly or impliedly acknowledging receipt. In case no such email is received by the party who sent the formal notification within 10 days, the formal notification should be re-sent via courier service with proof of delivery or registered post (see Article 2.6.2 below).

2.6 Communication via mail

As a rule, mail is used by way of exception for formal notifications and as alternative means of communication when the other means are not available.

When communicating via mail, the parties shall send their letters to the postal addresses indicated in Article 2 of the special conditions.

2.6.1 Date of communications via mail for other than formal notifications

Without prejudice to Article 116 of the Financial Regulation, notifications via mail are generally considered to have been made at the date of receipt by the receiving party.

A receiving party cannot make use of its own refusal to be informed of the communication in order to render it ineffective.

Invoices sent to the TPSS via mail are deemed to be received on the date when they are registered by the authorized department of the authorizing officer responsible.

2.6.2 Date of communications via mail for formal notifications

Formal notifications by courier service with proof of delivery are considered to have been received on the date indicated in the proof of delivery. Formal notifications by registered post with proof of delivery are considered to have been received either on the delivery date registered by the postal service or the deadline for collection at the post office.

ARTICLE 3 ASSIGNMENT

- 3.1 An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2 The contractor shall not, without the prior consent of the TPSS, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - (a) a charge, in favor of the contractor's bankers, of any monies due or to become due under the contract; or
 - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3 For the purpose of Article 3.2, the approval of an assignment by the TPSS shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.
- 3.4 If the contractor has assigned the contract without authorization, the TPSS may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36. Accordingly, the assignor will remain jointly and severally bound with the assignee vis-à-vis the TPSS.
- 3.5 Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 4 SUBCONTRACTING

- 4.1 A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2 The contractor shall request to the TPSS the authorization to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. For the avoidance of doubt, where experts are not directly contracted or employed by the contractor but through a third party, the latter is a subcontractor. The TPSS shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorization.
- 4.3 No subcontract creates contractual relations between any subcontractor and the TPSS.
- 4.4 The contractor shall be responsible for the acts, defaults and negligence of any subcontractor and any member of their personnel (experts, agents or employees), as if they were the acts, defaults or negligence of the contractor. The approval by the TPSS of the subcontracting of any part of the contract or of the subcontractor to perform any part of the

services shall not relieve the contractor of any of its obligations under the contract. If a subcontractor is found by the TPSS or the project manager to be incompetent in discharging its duties, the TPSS or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the TPSS as a replacement, or to resume the implementation of the tasks itself. The contractor bears the costs of such replacement.

- 4.5 Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to any restrictive measures.
- 4.6 Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the TPSS.
- 4.7 If the contractor enters into a subcontract without approval, the TPSS may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE TPSS

ARTICLE 5 SUPPLY OF INFORMATION

- 5.1 The TPSS shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the TPSS at the end of the period of implementation of the tasks.
- 5.2 The TPSS shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3 The TPSS shall give notification to the contractor of the name and address of the project manager.

ARTICLE 6 ASSISTANCE WITH LOCAL REGULATIONS

- 6.1 The contractor may request the assistance of the TPSS in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The TPSS may provide the assistance requested to the contractor at the contractor's cost.
- 6.2 Subject to the provisions of the laws and regulations on foreign labor of the country in which the services have to be rendered, the TPSS provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the personnel whose services the contractor and the TPSS consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7 GENERAL OBLIGATIONS

- 7.1 The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice, the highest quality standards, the state of the art in the industry and the provisions of the contract (in particular the tender documents/specifications and the terms of its tender).

- 7.2 The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3 The contractor shall supply, without delay, any information and documents to the TPSS and AICS upon request, regarding the conditions in which the contract is being executed.
- 7.4 The contractor shall respect and abide by all laws and regulations in force in the country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the TPSS against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that the subcontractors and all natural persons linked to the contract, including participants to workshops and/or trainings, do not include entities/persons included in the lists of any AICS restrictive measures.

- 7.5 Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the TPSS. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6 Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the TPSS. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its personnel the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the TPSS, except where the TPSS declares the contract to be confidential.
- 7.7 If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the TPSS. Any alteration of the composition of the consortium without the prior consent of the TPSS may result in the termination of the contract.
- 7.8 Save where Towards Peace and Stability Somalia fund (TPSS) requests or agrees otherwise, the contractor shall take all relevant measures to ensure the highest visibility to the financial contribution. Additional communication activities required by the TPSS are described in the special conditions. All visibility and, if applicable, communication activities must comply with the latest Communication and Visibility Requirements for TPSS-funded external action, laid down and published by the cooperation.

The Parties will consult immediately and endeavor to remedy any detected shortcomings in implementing the visibility and, if applicable, communication requirements set out in this Article and in the special conditions. Failure to perform the obligations set out in this article and in the special conditions can constitute a breach of contract in the sense of Article 34 of these general conditions, and can lead to corresponding measures taken by the TPSS, including suspension of payment and/or a reduction of the price in direct proportion to the difference, upon the time of the signature of the contract, between the value of the unperformed obligations or low quality delivery. and the value of the agreed services.

- 7.9 Any records shall be kept for a five-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the TPSS may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 7.10 The Contractor shall inform the TPSS of any change in their postal and electronic addresses. This obligation shall continue to apply in the period of five years following the payment of the balance or, in the absence of such payment, the transaction. This period shall be three years where the funding is of an amount lower than or equal to EUR 60 000 USD 65 27829108 at exchange rate-1.08797151800.

ARTICLE 8 CODE OF CONDUCT

- 8.1 The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the TPSS. It shall not commit the TPSS in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2 Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the TPSS of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the TPSS.
- 8.3 The contractor and its personnel shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labor standards, e.g. the ILO core labor standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labor, elimination of discrimination in respect of employment and occupation, and the abolition of child labor.
- 8.4 The contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favor or disfavor to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.

- 8.5 The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its personnel must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not identified or commission paid to a company which has every appearance of being a front company. The TPSS and the TPSS may carry out documentary or on-the-spot checks they deem necessary to find evidence in case of suspected unusual commercial expenses.
- 8.7 The contractor or any of its subcontractors must commit to and ensure the respect of basic values, such as a respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of the minorities.
- 8.8 The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

ARTICLE 9 CONFLICT OF INTEREST AND PROFESSIONAL CONFLICT INTEREST

- 9.1 The contractor shall take all necessary measures to prevent or end any situation of conflict of interest or professional conflicting interest that could compromise the impartial and objective performance of the contract. A conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. A professional conflicting interest could arise when the contractor's previous or ongoing professional activities affect its capacity to perform the contract to an appropriate quality standard. Any conflict of interests or professional conflicting interest, which may arise during performance of the contract, shall be notified in writing to the TPSS without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.
- 9.2 The TPSS reserves the right to verify that such measures are adequate and may require additional measures to be taken by the contractor to rectify the situation within a specified deadline, if necessary. The contractor shall ensure, by means of written instructions that all the relevant obligations are passed on its personnel, including its management, which must not be placed in a situation which could give rise to conflict of interests or professional conflicting interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the TPSS, any member of its personnel exposed to such a situation.
- 9.3 The contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.4 The contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5 The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other TPSS budget funds available under the same project. However, if the contractor is able to prove that his

involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the TPSS.

- 9.6 Civil servants and other personnel of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be contracted or employed as experts unless the prior approval has been granted by the TPSS.

ARTICLE 10 ADMINISTRATIVE DECISIONS

- 10.1 Without prejudice to the application of other remedies laid down in the contract, a decision of exclusion from all contracts and grants financed by the TPSS may be adopted, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
 - b) is guilty of fraud, corruption, participation in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings or has resisted an investigation, check or audit. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.
- 10.2 In the situations mentioned in Article 10.1, in addition or in alternative to the decision of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.
- 10.3 Where the TPSS is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.
- 10.4 The decision to impose these administrative decisions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 11 SPECIFICATIONS AND DESIGNS

- 11.1 The contractor shall prepare all specifications and designs using accepted and generally recognized systems acceptable to the TPSS and taking into account the latest design criteria.
- 11.2 The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

ARTICLE 12 LIABILITIES

- 12.1 Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the TPSS for any damage caused to the services by the contractor, its personnel, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the TPSS is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2 Contractor's liability in respect of the TPSS

At any time, the contractor shall be responsible for and shall indemnify the TPSS for any damage caused during the performance of the services, to the TPSS by the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the TPSS is capped at an amount equal to one million dollars if the contract value is less than or equal to one million dollars. If the contract value is greater than one million dollars, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

12.3 Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the TPSS, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its personnel, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The TPSS must notify any third-party claim to the contractor as soon as possible after the TPSS becomes aware of them.

If the TPSS chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the TPSS, its agents and employees.

Under these general conditions, the agents and employees of the TPSS, as well as the contractor's personnel, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4 The contractor shall treat all claims in close consultation with the TPSS.

12.5 Any settlement or agreement settling a claim requires the prior express written consent of the TPSS and the contractor.

ARTICLE 13 MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

13.1 Medical arrangement

The TPSS may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its personnel, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

13.2 Insurance – general issues

- a) At the latest when the countersigned contract is returned, and for the period of implementation of the tasks, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the TPSS has given its express written consent on a specific insurance company.
- b) At the latest when the countersigned contract is returned, the contractor shall ensure that all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected can be swiftly provided to the TPSS upon its request. The contractor shall submit without delay, whenever the TPSS or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the TPSS of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The TPSS reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the TPSS's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favor of the TPSS, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the TPSS.
- f) The contractor shall ensure that its personnel, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its personnel, its subcontractors or any person for which the contractor is answerable,

the contractor shall indemnify the TPSS from all consequences resulting therefrom.

- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The TPSS shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

13.3 Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
 - i. all medical expenses, including hospital expenses;
 - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
 - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the TPSS may bear such costs to the benefit of the contractor itself, its personnel, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the TPSS shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the TPSS's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its personnel, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the TPSS against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate personnel, where appropriate, the contractor shall in addition comply with the laws and regulations applicable in the country of origin.
- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

13.4 Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country, commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the TPSS informed of the situation. If the TPSS or

the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1 A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2 The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the TPSS from the moment these results or rights are delivered to it and accepted by it. The TPSS may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit. Where the contract implements a financing agreement and relates to any study, the partner country(ies) with whom this financing agreement was signed also enjoys all the rights conferred by this article on the TPSS.
- 14.3 For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the TPSS.
- 14.4 The above vesting of rights in the TPSS under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the TPSS and the contractor.
- 14.5 The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the TPSS. If the TPSS so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s). The TPSS may request this evidence even after the end of the contract execution period.
- 14.6 All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the TPSS unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the TPSS. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the TPSS.
- 14.7 The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the TPSS.
- 14.8 By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

Moral rights of creators

By delivering the results, the contractor warrants that the creators will not object to the following on the basis of their moral rights under copyright:

- a) that their names be mentioned or not mentioned when the results are presented to the public;
- b) that the results be divulged or not after they have been delivered in their final version to the TPSS;
- c) that the results be adapted, provided that this is done in a manner which is not prejudicial to the creator's honor or reputation.

If moral rights on parts of the results protected by copyright may exist, the contractor must obtain the consent of creators regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

Copyright notice for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference must be inserted to that effect when the result is used as set out in Article 14.2, with the following disclaimer: '© — year — TPSS. All rights reserved. Certain parts are licensed under conditions to the TPSS', or with any other equivalent disclaimer as the TPSS may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

- 14.9 The contractor shall indemnify and hold the TPSS harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the TPSS's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the TPSS.

NATURE OF THE SERVICES

ARTICLE 15 THE SCOPE OF THE SERVICES

- 15.1 The scope of the services is specified in Annex II and Annex III.
- 15.2 Where the contract is for an advisory function for the benefit of the TPSS and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3 Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4 If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The TPSS shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

ARTICLE 16 PERSONNEL

- 16.1 For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the TPSS of all personnel which the contractor intends to use for the implementation of the tasks, other than the key experts whose profiles are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialization required. The TPSS shall have the right to oppose the contractor's choice of personnel.
- 16.2 All those working on the project with the approval of the TPSS shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the TPSS or the project manager.
- 16.3 Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of personnel assigned to that part of the services.
- 16.4 The contractor shall:
- a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the personnel;
 - b) inform the project manager of the date of arrival and departure of each member of personnel;
 - c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.
- 16.5 The contractor shall provide its personnel with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.
- 16.6 Experts employed or contracted, directly or indirectly, by the contractor do not have any contractual relations with the TPSS.

ARTICLE 17 REPLACEMENT OR REMOVAL OF EXPERTS

- 17.1 No changes in the experts shall be made without the prior approval of the TPSS.
- 17.2 Notwithstanding the above, the substitution of experts during contract execution may be considered only based on the contractor's written request and due to circumstances outside the reasonable control of the contractor, including but not limited to death or medical incapacity. In such case, the contractor shall propose a replacement in accordance with Article 17.3. In the course of performance, the TPSS can order an expert to be removed. This shall be done on the basis of a written and justified request to which the contractor and the expert have had the opportunity to provide observations.
- 17.3 Where an expert must be removed or replaced, the replacement must possess equivalent or better qualifications and experience, meet the specific requirements of the terms of reference and the selection must follow, where applicable, the rules specified in the terms of reference. The remuneration to be paid to the replacement cannot exceed that received by the expert who has been replaced or removed. Qualifications and relevant experience of the proposed replacement must be substantiated with copies of diplomas and references of previous assignments and must comply with the requirements of the Terms of Reference for that position. For key experts listed in Annex IV of the contract the contractor shall also provide a duly signed statement of exclusivity and availability. Where the contractor is unable to provide a replacement with equivalent or better qualifications and experience, the TPSS may either decide to terminate the contract, if the proper performance

of it is jeopardized, or, if it considers that this is not the case, accept the replacement, provided that the fees of the proposed replacement are renegotiated to reflect the appropriate remuneration level.

- 17.4 Except as the TPSS may otherwise agree, additional costs incurred by the removal or replacement of an expert are the responsibility of the contractor. No payment is made for the period of absence of the expert to be removed or replaced.

In all cases mentioned in article 17.2, the replacement of any key expert listed in Annex IV of the contract must be proposed by the contractor within 15 calendar days from the first day of the expert's absence. If the contractor fails to propose a replacement within that period, the TPSS shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to apply liquidated damages from the sixteenth day of absence of the expert and until the day a suitable replacement is accepted by the TPSS, up to 10% of the remaining fees of the expert to be replaced. The TPSS must approve or reject the proposed replacement within 30 calendar days.

Notwithstanding the above, the TPSS shall, without formal notice and without prejudice to its other remedies under the contract, also be entitled to apply liquidated damages when a request for the replacement of a key expert is submitted by the contractor during the last year of contract implementation. The liquidated damages shall not exceed a maximum amount that corresponds to 90 working days of the key expert and shall be due from the first day of absence of the key expert.

The daily rate for liquidated damages referred to in the second and third subparagraph of this article is calculated by dividing the remaining amount of fees of the key expert to be replaced by the remaining number of working days provided for that expert position in the budget of the contract.

The parties expressly acknowledge and agree that any amount payable under this article is not a penalty and represents a reasonable estimate of fair compensation for the damage that may be incurred by the TPSS due to failure to provide the services according to the conditions set out in this contract.

The contractor shall propose a replacement of any non-key expert (i.e., not listed in Annex IV of the contract) within the time limit set by the TPSS.

- 17.5 The contractor acknowledges that the partner country may be notified of the identity of the proposed key expert[s] to obtain its approval.

ARTICLE 18 TRAINEES

- 18.1 If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the TPSS under the terms of the contract.
- 18.2 Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 18.3 Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the TPSS.

- 18.4 The contractor shall report at quarterly intervals to the TPSS on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

PERFORMANCE OF THE CONTRACT

ARTICLE 19 IMPLEMENTATION OF THE TASKS AND DELAYS

- 19.1 The starting date and maximum duration of the performance of the contract are indicated in article 3 of the Main conditions. The implementation of the contract cannot start before its entry into force.
- 19.2 The maximum duration of the performance of the contract is equal to the period of implementation of tasks, which shall commence on the date fixed in accordance with article 19.1, without prejudice to extensions of the period which may be granted.
- 19.3 If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the TPSS shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 19.4 Any claim for liquidated damages does not affect (a) the contractor's liability for damages that liquidated damages would not cover, (b) the TPSS's rights under the contract, nor (c) any other remedy that the TPSS may have under the contract. The parties expressly acknowledge and agree that any amount payable under this article is not a penalty and represents a reasonable estimate of fair compensation for the damage that may be incurred by the TPSS due to failure to provide the services according to the conditions set out in this contract.
- 19.5 The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.6 If the TPSS has become entitled to claim 15% of the contract value, it may, after giving formal notice to the contractor:
- a) terminate the contract, and;
 - b) enter into a contract with a third party to complete the services, at the contractor's cost.

ARTICLE 20 AMENDMENT TO THE CONTRACT

- 20.1 Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, an increase of the sum of the amounts allocated to fees and to lump sums, removal or replacement of an expert listed in Annex IV of the contract, change of the period of implementation and change of the bank account, shall be formalized by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
- a) An addendum for amendment may be requested only during the period of execution of the contract;

- b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the TPSS may accept a different notice period.
- c) Any change of the bank account shall be notified using the identification form in Annex VI. The TPSS shall have the right to oppose the contractor's change of bank account.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

20.2 Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the parties may review the nature and the form of the proposed amendment.

The contractor shall then submit to the project manager a written proposal for an administrative order which will include:

- i. all measures required to comply with the amendment,
- ii. an updated timetable for implementation of the tasks, and,
- iii. if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the proposed amendment shall be carried out, it shall notify the contractor to carry out the administrative order at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, within the limits of Article 20.3, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, within the lump sums, between the fees and the lump sums, within the incidental expenditure, or from the fees and/or the lump sums to the incidental expenditure.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3 No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

- 20.4 Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.
- 20.5 Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 20.6 The contractor shall notify the TPSS of any change of address. The contractor shall notify the TPSS of any change of auditor, which the TPSS needs to approve.
- 20.7 Change of circumstances

Without prejudice to Article 175 of the Financial Regulation, the contract is not subject to modification or termination in case of a change of circumstances rendering performance of the contract excessively more onerous for one of the parties. Each party assumes the risk of such change of circumstances and its financial consequences for themselves.

ARTICLE 21 WORKING HOURS

- 21.1 The days and hours of work of the contractor or the contractor's personnel shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

ARTICLE 22 LEAVE ENTITLEMENT

- 22.1 For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2 For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's personnel during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3 The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

ARTICLE 23 INFORMATION

- 23.1 The contractor shall provide any information relating to the services and the project to the project manager, or any person authorized by the TPSS.
- 23.2 The contractor shall allow the project manager or any person authorized by the TPSS or the TPSS itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 24 RECORDS

- 24.1 The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2 For fee-based contracts, timesheets recording the days or hours worked by the contractor's personnel shall be maintained by the contractor. The timesheets filled in and signed by the experts shall be approved on a monthly basis by any person authorized by the contractor. The timesheets shall also be approved by the project manager or any person authorized by the TPSS or the TPSS itself. The timesheets shall include at least the following information: the name and the position of the expert; the contract title

and number; the month and the year; the days of the month and the days of the week of that month; the days worked; the per diems requested and a description of the activities performed.

The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilization and demobilization as well as for leave purposes shall not be considered as working days.

- 24.3 Any records must be kept for a five-year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. The contractor must keep all original documents stored on any appropriate medium. Digital and digitalized documents are considered originals if the applicable national law, which authorizes them. In case of failure to maintain such records the TPSS may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 25 VERIFICATIONS, CHECKS AND AUDITS BY AUDITOR GENERAL AND THIRD PARTY MONITORING BODIES

- 25.1 The contractor shall allow Federal Government of Somalia's Auditor General and Third Party Monitoring to carry out checks and verification on the spot in accordance with the procedures set out in the project legislation for the protection of the financial interests of the fund against fraud and other irregularities.
- 25.2 To this end, the contractor undertakes to give appropriate access to staff or agents of the Auditor General Office and Third Party Monitoring Company to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to the Somalia Government Auditor General Office and TPM company shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the TPSS of their precise location.
- 25.3 The contractor guarantees that the rights of the Auditor General Office and Third Party Monitoring Company to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this article, to any subcontractor or any other party benefiting from TPSS fund.

25.4. Failure to comply with the obligations set forth in Article 25.1 to 25.3 constitutes a case of serious breach of contract.

ARTICLE 26 INTERIM AND FINAL REPORTS

- 26.1 Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.
- 26.2 All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 26.3 Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 26.4 This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the TPSS.
- 26.5 Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.
- 26.6 Interim and final progress reports are covered by the provisions of Article 14.

ARTICLE 27 APPROVAL OF REPORTS AND DOCUMENTS

- 27.1 The approval by the TPSS of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2 Where a report or document is approved by the TPSS subject to amendments to be made by the contractor, the TPSS shall prescribe a period for making the amendments requested.
- 27.3 Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4 Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the TPSS, of the preceding phase except where the phases are carried out concurrently.
- 27.5 The TPSS's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 28 EXPENDITURE VERIFICATION

- 28.1 No expenditure verification report is required for global price contracts.

- 28.2 Before payments are made for fee-based contracts and except if provided otherwise in the special conditions an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the TPSS. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the TPSS. No payments under the contract will be made until an auditor has been approved by the TPSS.
- 28.3 The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
 - b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.

On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.

- 28.4 The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5 The TPSS reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

ARTICLE 29 PAYMENT AND INTEREST ON LATE PAYMENT

- 29.1 Payments will be made in accordance with one of the options below, as identified in the special conditions.

Option 1: Fee-based contract

Payments to the contractor will be made in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the contract value stated in the main conditions of the contract, within 30 days of receipt by the TPSS of an invoice, or, if no invoice is required, within 30 days of the signature of the contract signed by both parties. The payment of pre-financing is subject to the validation of a financial guarantee, if requested, and as defined in Article 30.
2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the TPSS receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27 and, if applicable, Annex VI-VAT instructions indicating the group members' shares for VAT purposes. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in the main conditions of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in the main conditions of the contract; the 10% being the minimum final payment.

4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in the main conditions of the contract, after deduction of the amounts already paid, within 90 days of the TPSS receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27 and, if applicable, Annex VI-VAT instructions indicating the group members' shares for VAT purposes.

Option 2: Global price contract

If the contract is not divided between different outputs that the TPSS can approve independently, payments to the contractor will be done in the following manner:

1. a pre-financing payment, if requested by the contractor, of an amount up to 40% of the maximum contract value stated in the main conditions of the contract, within 30 days of receipt by the TPSS of an invoice, or, if no invoice is required, within 30 days of the signature of the contract by both parties. The payment of pre-financing is subject to the validation of a financial guarantee, if requested, and as defined in Article 30;
2. the balance of the contract value stated in the main conditions of the contract within 90 days of the TPSS receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27 and, if applicable, Annex VI-VAT instructions indicating the group members' shares for VAT purposes.

If the contract has a duration of at least two years and/or if the budget is divided between different outputs that the TPSS can approve independently, payments to the contractor will be done in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the maximum contract value stated in the main conditions of the contract within 30 days of receipt by the TPSS of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the TPSS receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27 and, if applicable, Annex VI-VAT instructions indicating the group members' shares for VAT purposes;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in the main conditions of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in the main conditions of the contract within 90 days of the TPSS receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27 and, if applicable, Annex VI-VAT instructions indicating the group members' shares for VAT purposes.

- 29.2 Invoices must contain the contractor's identification data, the amount, the currency, and the date, as well as the contract reference. Invoices must indicate the place of taxation of the contractor for value added tax (VAT) purposes and must specify separately the taxable amount per rate or exemption, the VAT rate applied and the VAT amount payable. The invoice shall not be admissible if one or more essential requirements are not met.

When the TPSS is TPSS, it is exempt from all taxes and duties, including VAT, in accordance with the funding agreement. As referred to in Annex VI, the contractor must complete the necessary formalities with the relevant authorities to ensure that the services required for performance of the contract are exempt from taxes and duties, including VAT.

For invoices sent to the TPSS via email, the reception date must be considered as the date on which the invoice is registered after reception in the functional mailbox of the TPSS. The functional mailbox in which the invoices are to be sent, should be provided in the contract.

Without prejudice to Article 36.2, the TPSS may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the TPSS thinks it necessary to conduct further checks. In such cases, the TPSS shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the TPSS. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

The date of payment shall be the date on which the paying account is debited.

29.3 Once the deadline referred to above has expired, the contractor shall within two months of receiving late payment, receive default interest:

- at the rate applied by the Somalia Central Bank to its main refinancing transactions in EURO, where payments are in USD,
- at the rediscount rate applied by the central bank of the country of the TPSS if payments are in the currency of the country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the TPSS's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200/217.59USD, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

29.4 Payments shall be made into the bank account mentioned in article 4 of the main conditions. Any change of bank account shall be made in accordance with Article 20.1 of these general conditions.

29.5 Payments shall be made in dollar currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where the Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the TPSS of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the TPSS The payment obligations of the TPSS under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.

29.6 Prior to, or instead of, terminating the contract as provided for in Article 36, the TPSS may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.

29.7 Where If the contract is terminated for any reason whatsoever, the guarantee securing the pre- financing may be invoked forthwith in order to repay the balance of the pre-financing still

owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 30 FINANCIAL GUARANTEE

- 30.1 Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the TPSS. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond or an irrevocable letter of credit,

it shall be issued by a bank or bonding and/or insurance company approved by the TPSS. This financial guarantee shall remain valid until it is released by the TPSS in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

30.2 The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.

30.3 During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorized to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the TPSS from future payments due to the contractor under the contract, or the TPSS shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the TPSS may terminate the contract.

30.4 If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the TPSS by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

30.5 For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

30.6 For global price contracts, (i) if the contract is not divided between different outputs that the TPSS can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the TPSS can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

ARTICLE 31 RECOVERY OF DEBTS FROM THE CONTRACTOR

31.1 The contractor undertakes to repay any amounts paid in excess of the final amount due to the TPSS before the deadline indicated in the debit note which is 45 days from the issuing of that note.

a) at the rediscount rate applied by the central bank of the country of the TPSS if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.

31.2 Amounts to be repaid to the TPSS may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in instalments.

- 31.3 Bank charges arising from the repayment of amounts due to the TPSS shall be borne entirely by the contractor.
- 31.4 Without prejudice to the prerogative of the TPSS, if necessary, may as a donor proceed itself to the recovery by any means.

ARTICLE 32 REVISION OF PRICES

- 32.1 The contract shall be at fixed prices, which shall not be revised.

ARTICLE 33 PAYMENT TO THIRD PARTIES

- 33.1 Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the TPSS.
- 33.2 Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 33.3 In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the TPSS shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION

ARTICLE 34 BREACH OF CONTRACT

- 34.1 Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 34.2 Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
 - b) termination of the contract.
- 34.3 Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 34.4 Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract or fail to provide the services in accordance with high quality standards, the state of the art in the industry and the provisions of the contract (in particular the tender specifications and the terms of its tender), the TPSS is, even if this failure constitutes a breach that could trigger article 34.2, also entitled to the following remedies;
- a) suspension of payments; and/or
 - b) reduction in price or recovery of payments in proportion to the failure's extent.

A reduction in price may be imposed together with liquidated damages for delay in delivery under the conditions of Article 19.

The reduction in price applies, in particular, to cases where the TPSS cannot approve a result, report or deliverable, as defined in the contract, after the contractor has submitted the required additional information, correction or new version. The reduction in price is calculated in direct proportion to the difference, upon the time of the signature of

the contract, between the value of the unperformed obligations or low quality delivery and the value of the agreed services.

The TPSS must formally notify the contractor of its intention to reduce the price and the corresponding calculated amount. The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed. If the contractor submits observations, the TPSS, taking into account the relevant observations, must notify the contractor (a) of the withdrawal of its intention to reduce the price; or (b) of its final decision to reduce the price and the corresponding amount.

Any reduction in price does not affect the contractor's liability or the TPSS's rights under Article 36 for damages that the reduction in price would not cover or any other right or remedy that the TPSS may have under the contract.

34.5 Where the TPSS is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

34.6 The TPSS shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 35 SUSPENSION OF THE CONTRACT

35.1 The contractor shall, on the order of the TPSS, suspend the execution of the contract or any part thereof for such time or times and in such manner as the TPSS may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

35.2 The TPSS may suspend the performance of the contract or any part of it in case of force majeure affecting the performance of the contract.

35.2 During the period of suspension, the contractor shall take such protective measures as may be necessary.

35.3 Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:

- a) otherwise provided for in the contract; or

- b) such suspension is necessary by reason of some breach or default of the contractor; or
 - c) the presumed breach of obligations or irregularities or fraud mentioned in Article 35.2 are confirmed and attributable to the contractor.
- 35.4 The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.5 The TPSS, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the TPSS be fair and reasonable.
- 35.6 The TPSS shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the TPSS, request to proceed with the contract within 30 days, or terminate the contract. The TPSS is not entitled to compensation for suspension of any part of the contract, in the event of force majeure.

ARTICLE 36 TERMINATION BY THE TPSS

- 36.1 The TPSS may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.
- 36.2 Subject to any other provision of these general conditions the TPSS may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:
 - a) The contractor is in serious breach of contract for failure to perform its contractual obligations.
 - b) The contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract, which seriously affects the proper and timely performance of the services.
 - c) The contractor refuses or neglects to carry out any administrative orders given by the project manager.
 - d) The contractor assigns the contract or subcontracts without the authorization of the TPSS.
 - e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
 - f) any organizational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
 - g) any other legal disability hindering performance of the contract occurs;
 - h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;

- i) the contractor has been guilty of grave professional misconduct, is subject to restrictive measures adopted under Article 29 of the Treaty) or Article 215 of the Treaty that constitute a legal impediment to perform the contract, or has committed an irregularity proven by any means which the TPSS can justify, within the meaning of Article 10.1 a) b);
- j) it has been established by a final judgment or a final administrative decision or by proof in possession of the TPSS that the contractor has been guilty of fraud, corruption, involvement in a criminal organization, money laundering or terrorist financing, terrorist related offences, child labor or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- k) the contractor, in the performance of another contract financed by the AICS budget/, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the the TPSS, the Court of Auditors or has resisted an investigation, check or audit;
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- m) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.
- n) the contractor is in a situation that could constitute a conflict of interest or a professional conflicting interest in accordance with as referred to in Article 9 of these general conditions and does not rectify the situation.
- o) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.
- p) The contractor fails to perform its obligation in accordance with Article8 and Article 9.
- q) if it is manifest that, at a later date and before such breach becomes effective, the contractor will materially fail to perform the contract in accordance with the tender documents or will be materially in breach of another contractual obligation, unless the contractor provides the TPSS with sufficient assurances of its future performance.

The cases of termination under points e), i), j), k), l), m) and n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points a), e), f), g), i), j), k), l), m) and n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points e), i), j), k), l), m), n), p), q), r) and s) may refer also to subcontractors.

- 36.3 Termination shall be without prejudice to any other rights or powers under the contract of the TPSS and the contractor. The TPSS may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The TPSS shall formally notify the contractor of its decision to have the contractor substituted and the grounds for this substitution. Any such substitution does not affect the contractor's liability and is without prejudice to the TPSS's other rights and remedies, including but not limited to its right to claim damages under Article 34 that the substitution would not cover.

The contractor's liability for delay in completion shall immediately cease when the TPSS terminates the contract without prejudice to any liability thereunder that may already have arisen.

- 36.4 Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5 The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.
- 36.6 The TPSS shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the TPSS shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.
- 36.7 If the TPSS terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.
- 36.8 Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the TPSS, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.9 This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

ARTICLE 37 TERMINATION BY THE CONTRACTOR

- 37.1 The contractor may, after giving 14 days' notice to the TPSS, terminate the contract if the TPSS:
- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
 - b) consistently fails to meet its obligations after repeated reminders; or
 - c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.
- 37.2 Such termination shall be without prejudice to any other rights of the TPSS or the contractor acquired under the contract.

- 37.3 In the event of such termination, the TPSS shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not result in total payments exceeding the amount specified in Article 2 of the contract.

ARTICLE 38 FORCE MAJEURE

- 38.1 Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure, which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2 The term force majeure, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, etc. A decision to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3 Force majeure either suspends the performance of the contract as provided for in Article 35 or leads to the termination of the contract as provided for in Article 36. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The TPSS shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the TPSS's delay or other failure to perform its obligations is the result of force majeure.
- 38.4 If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5 For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6 If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of force majeure persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39 DECEASE

- 39.1 If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the TPSS shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.

- 39.2 Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the TPSS shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the TPSS thereof within 15 days of the date of decease. The decision of the TPSS shall be notified to those concerned within 30 days of receipt of such a proposal.
- 39.4 Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40 SETTLEMENT OF DISPUTES

- 40.1 The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2 Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3 In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4 If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41 APPLICABLE LAW

- 41.1 This contract shall be governed by the law of the country of the TPSS

DATA PROTECTION

ARTICLE 42 DATA PROTECTION

42.1 Processing of personal data by the TPSS

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with the Federal Republic of Somalia regulation. Such data shall be processed solely for the purposes of the implementation, management, and monitoring of the contract by the data controller.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the TPSS Manager.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

42.2 Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorized to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organizational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- a) the pseudonymisation and encryption of personal data;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
- e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- b) likely consequences of the breach;
- c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the TPSS, the contractor shall provide a document providing evidence of this commitment.

VOLUME 2

SECTION 4

PERFORMANCE GUARANTEE²¹

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

Towards peace and stability for Somalia (TPSS) fund

Office of the prime minister Mogadishu, Somalia

referred to below as the ‘contracting authority’

Subject: Guarantee no. ...

Performance guarantee for the full and proper execution of contract TPSS/SOM/CT/002/20/5/2026, Construction of Adale health center (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of <contractor's name and address>, hereinafter referred to as “the contractor”, payment to the contracting authority of \$24,300, representing the performance guarantee mentioned in Article 15 of the special conditions of the contract **TPSS/SOM/CT/003/2026/WORK, expansion of Adale district hospital** concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 15.8 of the general conditions to the contract and at the latest on at the expiry of 18 months after the implementation period of the contract.²²

The law applicable to this guarantee will be that of the contracting authority in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee will be referred to the courts of the contracting authority which the financial institution issuing the guarantee is established.

The guarantee will enter into force and take effect upon its signature.

Done at *[insert place]*, on *[insert date]*

*[Signature]*²³

*[Signature]*²⁴

[Function at the financial institution/bank]

[Function at the financial institution/bank]

Stamp of the body providing the guarantee

VOLUME 2

SECTION 5:

GUARANTEE ON PRE-FINANCING²⁵

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

Towards peace and stability for Somalia (TPSS) fund

Office of the prime minister Mogadishu, Somalia

Referred to below as the ‘contracting authority’

Subject: Guarantee No. ...

Financing guarantee for the repayment of pre-financing payable under contract **TPSS/SOM/CT/003/2026/work**, Construction of Adale health center (please quote number and title in all correspondence)

We the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <contractor's name and address>, hereinafter referred to as “the contractor”, the payment to the contracting authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 46 of the special conditions of the contract **TPSS/SOM/CT/003/2026/work, expansion of Adale district hospital** concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the contractor has not repaid the pre-financing on request or that the contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the contract.

We note that the guarantee will be released in accordance with the Article 46.7 of the general conditions. and in any case at the latest on (at the expiry of 18 months after the implementation period of the contract)²⁶.

The law applicable to this guarantee shall be that of the contracting authority in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be

referred to the courts of the contracting authority in which the financial institution issuing the guarantee is established.

The guarantee will enter into force and take effect on payment of the pre-financing to the contractor.

Done at *[insert place]*, on *[insert date]*

*[Signature]*²⁷

*[Signature]*²⁸

[Function at the financial institution/bank]

[Function at the financial institution/bank]

Stamp of the body providing the guarantee

VOLUME 2

SECTION 6

RETENTION GUARANTEE²⁹

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of

Towards peace and stability for Somalia (TPSS) fund

Office the prime minister Mogadishu, Somalia

referred to below as the “contracting authority”

Subject: Guarantee no. <...>

Retention guarantee for contract **TPSS/SOM/003//2026/work, expansion of Adale district hospital**

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of **TPSS/SOM/CT/003/2026/work, Expansion of Adale district hospital** hereinafter referred to as ‘the contractor’, payment to the contracting authority of 10% of each installment, representing the retention guarantee mentioned in Article 47 of the special conditions of the contract (contract number and title) concluded between the contractor and the contracting authority, hereinafter referred to as ‘the contract’.

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the contractor has failed to fulfil its contractual obligations fully and properly. We will not delay the payment, nor will we oppose it for any reason whatsoever. We shall not under any circumstances benefit from the defences of the security. We will inform you in writing as soon as payment has been made.

We accept that no amendment to the terms of the contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the contract.

We note that the guarantee will be released in accordance with Article 47.3 of the general conditions to the contract and in any case at the latest on at the expiry of 18 months after the implementation period of the contract.³⁰

The law applicable to this guarantee will be that of the contracting authority in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee will be referred to the courts of the contracting authority in which the financial institution issuing the guarantee is established.

The guarantee will enter into force and take effect upon its signature.

Done at *[insert place]*, on *[insert date]*

*[Signature]*³¹

*[Signature]*³²

[Function at the financial institution/bank]

[Function at the financial institution/bank]

Stamp of the body providing the guarantee

VOLUME 4: TECHNICAL SPECIFICATIONS

PART 1: GENERAL REQUIREMENTS

101.1 Scope and Framework alignment with FIDIC Conditions

These Technical Specifications define the mandatory materials, workmanship, execution standards, and performance criteria for the complete execution of the **Adale Hospital Reconstruction & Expansion Project** at the Sheikh Ahmed Gabyow Hospital site in Adale, Middle Shabelle, Somalia.

All works executed under this Contract shall comply with these Specifications, the Bills of Quantities (BOQ), and the approved Design Drawings. In accordance with **FIDIC Clause 1.5 (Priority of Documents)**, these Technical Specifications shall form an integral part of the Contract. Any technical ambiguity, discrepancy, or conflict identified within the tender documents shall be submitted immediately to the Engineer for written clarification before proceeding with procurement or construction.

101.2 Contractor's General Obligations & Site Data Compliance

1. **FIDIC Clause 4.10 (Site Data) & Clause 4.12 (Unforeseeable Physical Conditions):** The site is situated within a high-salinity marine environment approximately 120km North of Mogadishu. The Contractor is deemed to have inspected the site, examined the environmental data, and accounted for severe coastal challenges, including highly corrosive airborne chlorides, salty sand soils, and high humidity. No claims for additional financial compensation or time extensions regarding environmental salinity, soil erosion, or typical coastal weather patterns will be entertained.
2. **Quality Assurance (FIDIC Clause 7.1):** The Contractor shall institute a comprehensive Quality Assurance system conforming to ISO 9001 standards. The Contractor shall submit a project-specific Quality Management Plan (QMP) to the Engineer for approval within fourteen (14) days from the Commencement Date.
3. **Setting Out (FIDIC Clause 4.7):** The Contractor shall be responsible for the true and proper setting-out of the works based on the benchmarks, reference lines, and levels provided in the Volume 5 Design Drawings. High-precision digital surveying equipment (such as RTK GNSS receivers or calibrated total stations) shall be utilized to map the 3,000 m² site layout (60m x 50m) and the designated 1,900 m² land extension.

101.3 Material Submittals, Samples, and Testing (FIDIC Clause 7.2 & 7.3)

1. **Approval of Materials:** No permanent materials shall be incorporated into the works without prior written approval from the Engineer. The Contractor shall submit detailed technical datasheets, manufacturers' certificates of compliance, and physical material samples at least twenty-one (21) days before the scheduled procurement date.

Independent Testing: The Engineer reserves the right to order independent laboratory testing of any materials delivered to the site. The cost of all regular compliance testing (including concrete compressive cube tests, steel tensile tests, and soil compaction testing) shall be borne entirely by the Contractor.

101.4 Shop Drawings, Records, and As-Built Documents

1. **Shop Drawings:** The Contractor shall prepare and submit detailed shop drawings for all complex structural connections, reinforced concrete layouts, and MEP routing networks. Works shall not commence on any section until the corresponding shop drawings receive an "Approved for Construction" stamp from the Engineer.

PART 2: CIVIL & STRUCTURAL WORKS

201.1 Structural Demolition & Site Clearance (BOQ Bill 00 Alignment)

1. **Scope:** Complete demolition, fragmentation, safe removal, and disposal of 347.52 m² of existing, structurally compromised masonry and concrete premises on the left flank of the site layout.
2. **Execution:** Demolition must be carried out systematically using approved mechanical or manual methods that minimize vibration transmission to adjacent facilities. All salvaged structural debris, salt-contaminated core masonry, and old galvanized iron (GI) sheeting shall be carted away to an authorized municipal dumping facility outside the township boundaries.
3. **Safety Compliance (FIDIC Clause 4.8):** The Contractor shall erect secure, temporary dust-screens and physical barriers around the demolition sector to protect the hospital's daily operational staff, patients, and local public traffic.

201.2 Earthworks, Excavation, and Foundation Preparation

1. **Excavation Depth and Shoring:** Excavations for strip foundations, isolated column pads, and utility block footings shall be executed cleanly to the depths indicated on the structural profiles. In loose coastal sandy soils, the Contractor must implement adequate timber shoring or side-sloping profiles to prevent structural trench collapse.
2. **Subgrade Compaction:** The bottom of all foundation trenches shall be mechanically compacted using heavy vibratory ramming plates to achieve a minimum of 95% Modified Proctor Density. The subgrade must be entirely free of organic materials, loose sand pockets, and standing water before any concrete placement.

201.3 Concrete Works: Strict Marine-Environment Controls (FIDIC Clause 7.1)

1. **Cementitious Specification:** Due to severe ambient chloride concentrations and sulfate actions common to the Adale coastal plain, **Type V Sulfate Resisting Cement (SRC)** conforming to ASTM C150 or BS EN 197-1 shall be used exclusively for all cast-in-place and precast structural elements. This includes blinder layers, pad foundations, strip footings, grade beams, ground slabs, columns, and tie beams across all plots (Plots 1 through 5).
2. **Concrete Mix Design:** * All core structural elements shall utilize a minimum concrete class characteristic strength of **C25/30** (30 MPa cube strength at 28 days).
 - The maximum free water-to-cement (w/c) ratio shall be strictly limited to **0.42** to minimize matrix porosity and counteract concrete carbonation risks.
 - Aggregates must be systematically washed with clean, potable, non-saline water to guarantee total chloride ion contents stay safely below 0.05% by weight of cement.

3. **Reinforcement Steel Protection and Clear Cover:** * All reinforcing bars shall be high-yield deformed steel with a minimum characteristic yield strength of 500 MPa. Bars must be free from pitting, loose mill scale, rust, or marine salt crusts prior to pouring.

- To eliminate the high risk of chloride-induced corrosion and concrete spalling, a **minimum clear concrete cover of 50mm** must be uniformly maintained for all foundations, grade beams, and columns in close contact with soil or exposed directly to ambient coastal air.
- Approved non-porous mortar spacer blocks or heavy-duty plastic chairs shall be deployed at 800mm maximum spacing to secure the rebar cages firmly within formworks.

201.4 Blockwork Masonry & Moisture Migration Controls

1. **Concrete Masonry Units (CMU):** All load-bearing and partition walls shall be built utilizing high-density, low-porosity solid or hollow concrete blocks having a minimum compressive strength of 7.0 MPa. Blocks manufactured using unwashed marine beach sand or brackish water are strictly prohibited.
2. **Damp-Proof Course (DPC) Installation:** To solve the chronic wall "sweating", capillary moisture tracking, and chemical efflorescence identified in historical facility structures, a mandatory, multi-layer Damp-Proof Course (DPC) must be laid at the exact plinth level. The DPC must consist of a continuous, hot-applied elastomeric bitumen membrane (minimum 3mm thickness) or a double layer of 250-micron high-density polythene (HDPE) sheeting laid on a perfectly smooth cement-mortar bed across all external and internal masonry lines.

PART 3: ARCHITECTURAL & FINISHING WORKS

301.1 Corrosion-Resistant Roofing Systems

1. **Roof Covering Sheets:** The roofing system for all single-story bungalow medical blocks shall consist of high-tensile, lightweight, prepainted aluminum-zinc alloy coated steel sheets (Aluzinc) or premium insulated sandwich panels with a minimum core thickness of 0.50mm. The external surface finish must incorporate a factory-applied polyvinylidene fluoride (PVDF) architectural coating to resist high UV degradation and salt spray.
2. **Fasteners and Accessories:** All ridge caps, flashing profiles, and valley gutters must match the Aluzinc sheet performance parameters. All roof cladding fasteners must be **Grade 316 stainless steel** self-drilling screws equipped with integrated, non-degrading EPDM rubber gaskets to avoid galvanic corrosion paths.

301.2 Clinical and Anti-Fungal Wall Finishes (BOQ Bill 06 Alignment)

1. **Exterior Facades and Perimeter Fencing:** All external plastered blockwork, structural columns, and the 120-meter perimeter fence surfaces shall be coated with a premium, weather-resistant, UV-stabilized, and anti-fungal exterior acrylic emulsion paint system applied in a minimum of three (3) distinct coats over an alkali-resistant primer layer.
2. **Interior Wards and Treatment Rooms:** General clinical walls across the Main Wards, OPD, and Maternity sections shall receive an easy-clean, hard-wearing, anti-bacterial semi-gloss emulsion paint finish capable of withstanding routine medical chemical disinfection procedures.
3. **Toilet Modules (BOQ 6.7.6):** Interior walls within all nine (9) decentralized outside toilet structures and indoor wash rooms shall be finished exclusively with a high-durability, washable vinyl silk interior emulsion paint applied in three (3) coats over a water-resistant leveling base coat to eliminate moisture retention.

301.3 Openings (Doors & Windows)

1. **Windows:** All windows shall be heavy-duty, powder-coated aluminum architectural sliding profiles utilizing a minimum finish film thickness of 25 microns to withstand coastal salt crusting. Glazing must be minimum 6mm clear floating glass, sealed securely with marine-grade silicone weather strip compounds.
2. **Doors:** External main entry doors must be heavy-gauge, anti-corrosive galvanized steel flush systems or reinforced aluminum architectural profiles. Internal doors for clinical isolation zones, operating rooms, and wards shall be solid-core flush timber doors clad in high-impact laminate sheets, fitted with commercial-grade stainless steel ironmongery and non-locking kick plates.

301.4 Specialized Clinical Finishes for the Operating Room (Plot 4)

1. **Seamless Conductive Flooring:** The floor finish within the Operating Theater and clean sterilization anterooms shall consist of a premium, 2mm thick homogeneous conductive/anti-static vinyl sheet flooring system. The vinyl must feature carbon-encapsulated granules distributed throughout its full thickness to provide permanent electrostatic discharge (ESD) protection.
 - ✓ **Installation Matrix:** Sheets shall be hot-gas welded using matching vinyl welding rods to form completely seamless, fluid-impermeable joints. A conductive copper strip grid must be laid in a conductive adhesive layer beneath the vinyl sheets and securely tied to the hospital's dedicated functional earthing network.
 - ✓ **Coving Profile:** To eliminate dirt traps at wall intersections, the floor vinyl must be continuously coved up the wall to a minimum vertical height of 150mm using an approved cove former and capped with a rigid PVC finishing strip.
2. **Hygienic Wall Surface Systems:** Internal masonry walls within the Operating Room must be rendered perfectly plumb with a high-strength cement-sand plaster, followed by a water-resistant leveling skim coat. The final finish shall consist of a multi-layer, high-build, solvent-free epoxy wall coating or medical-grade PVC wall cladding panels (minimum 1.5mm thickness) embedded with antimicrobial silver-ion technology. The finish must be certified to resist colonization by *Pseudomonas aeruginosa*, *MRSA*, and common fungal pathogens, and must survive continuous

wash-downs with harsh clinical chemical disinfectants (such as chlorine-releasing agents or hydrogen peroxide vapors).

3. **Hermetic Ceiling Assemblies:** The ceiling over the Operating Room must be an airtight, monolithic gypsum board system or a clip-in metal tile grid system equipped with compression clips and continuous neoprene gaskets. All joints, perimeter junctions, and light fixture interfaces must be completely sealed with anti-fungal, non-outgassing silicone sealant to prevent dust migration from the roof void into the sterile surgical zone.

PART 4: MECHANICAL, ELECTRICAL, PLUMBING (MEP) & EXTERNAL WORKS

401.1 Marine-Grade Infrastructure and Wastewater Networks

1. **Sub-surface Pipeline Systems:** All external domestic and clinical wastewater collection networks, graywater gravity lines, and blackwater transport systems shall utilize High-Density Polyethylene (HDPE) PN16-rated pipe systems or heavy-duty Unplasticized Polyvinyl Chloride (uPVC) Class E pipes joined via chemically resistant solvent welding or electrofusion. Metal piping networks for underground routing are strictly prohibited due to the high-salinity groundwater table and corrosive soil characteristics of the Adale site.
2. **Clinical Discharge Routing:** All wastewater lines originating from laboratory analysis benches (OPD Plot 2) and surgical scrub sinks (OR Block Plot 4) shall be routed via dedicated gravity lines directly into independent, decentralized concrete septic systems and grease-traps prior to discharging into absorption fields.
3. **Sanitary Ware Suites (BOQ 6.9.2):** All nine (9) decentralized outside public and clinical toilet blocks must be fitted with premium vitreous ceramic water closet (W.C.) suites. Every toilet fixture must be supplied complete with heavy-duty low-level flushing apparatuses, and all accompanying connections must be constructed out of brass, marine-grade stainless steel, or robust ABS plastic polymers to prevent salt-air corrosion.

401.2 Specialized Medical Incinerator Facility (BOQ Bill 06 Section 6.8)

1. **Double-Chamber Thermal Unit Construction:** The localized hazardous medical waste disposal compound shall incorporate a heavy-duty, double-chamber combustion incinerator built to achieve structural stabilization and high-temperature waste handling.
2. **Internal Firebrick Lining (BOQ 6.8.1):** The primary and secondary combustion chambers must be entirely lined internally with high-duty refractory firebricks (minimum 50% alumina content, thickness matching structural thermal designs) capable of withstanding steady-state operational

service temperatures up to 1,200°C without vitrification or mortar joint breakdown. Mortar utilized for refractory layout must be specialized high-temperature air-setting refractory cement.

3. **External Casing Shell (BOQ 6.8.2):** The external structural housing shield shall be formed of premium, precast engineering red clay bricks or solid concrete brick masonry finished elegantly with a heavy cast-iron thermal furnace loading door, secure ash collection control trays, and adjustable primary combustion oxygen vent ports.
4. **Exhaust Flue Stack Assembly (BOQ 6.8.3):** The emission exhaust line shall consist of a standalone, heavy-gauge **Grade 316 stainless steel flue stack pipe** reaching a minimum absolute vertical height of **4.5 meters above the concrete ground base slab level**. The stack must be structurally anchored using high-tensile stainless steel guy-wire support lines anchored firmly into isolated reinforced concrete tie pads on the exterior ground.

401.3 External Security Fence and Site Layout Control

1. **Perimeter Wall (BOQ Bill 06):** A stable 120-linear-meter security perimeter fence wall shall be constructed surrounding the 3,000 m² footprint. The wall must combine a reinforced concrete strip foundation framework with solid CMU block filling, plastered smoothly with salt-resistant rendering and painted using weather-resistant anti-fungal emulsion systems to ensure complete architectural and functional longevity.

401.4 Electrical Power Systems, Dual-Grid Controls, and Automatic Transfer Switches (ATS)

1. **Dual-Grid Power Configuration:** The hospital electrical network shall be configured as a dual-source system utilizing the primary local motor grid (diesel generator/mains supply) alongside the fully functional, standalone solar PV grid infrastructure.
2. **Automatic Transfer Switch (ATS) Engineering Specifications:** The main distribution hub must incorporate a heavy-duty, microprocessor-controlled, 4-pole motorized **Automatic Transfer Switch (ATS)** rated for continuous operation under full inductive clinical load configurations.
 - ✓ **Control Logic and Sensing:** The ATS control module must continuously monitor voltage, frequency, and phase parameters on both the motor grid line and the solar inverter output lines.
 - ✓ **Automatic Switching Protocol:** The solar grid shall be designated as the priority power source. Upon detecting a drop in solar battery capacity below set operational thresholds or inverter failure, the ATS must automatically initiate a clean, break-before-make transfer to the motor grid line within a maximum response window of $\leq 1.5 \text{ seconds}$. Once the solar inverter output stabilizes back within normal tolerances for a continuous period of 5 minutes, the ATS control system must automatically command a seamless re-transfer back to the solar grid source.
 - ✓ **Manual Override Controls:** The ATS unit must feature an external, lockable mechanical override handle and an emergency stop switch to allow manual bypass configurations during routine engineering maintenance windows.
3. **Marine Environmental Protections for Electrical Assemblies:** Because of the extreme airborne chloride and humidity conditions at the Adale coast, the main switchboard, ATS assembly, sub-

distribution panels, and motorized controls must be housed inside robust **IP65-rated enclosures**. Enclosures must be fabricated from heavy-gauge Sheet Molding Compound (SMC) fiberglass or Grade 316 stainless steel treated with an electrostatic, marine-grade anti-corrosive powder coating. Standard sheet metal enclosures are strictly banned.

4. **Conduits and Cable Management:** All horizontal and vertical power routing networks through grade beams, underfloor slabs, and structural masonry blocks must be run inside heavy-duty, impact-resistant, self-extinguishing rigid PVC conduits. Low-Smoke Zero-Halogen (LSZH) insulated multi-core copper conductors must be used exclusively inside clinical and surgical environments to prevent toxic gas release in a fire event. All conduit terminations into distribution boxes must utilize weather-tight threaded PVC couplers and neoprene compression washers.

VOLUME 4.1

FINANCIAL BID TEMPLATES

INTERPRETATIVE NOTES

VOLUME 4.2

FINANCIAL OFFER TEMPLATES

LUMP SUM CONTRACTS

Content

4.2.1 — Introduction

4.2.2 — Summary

4.2.3 — Breakdown of the lump-sum price

4.2.4 — Daily work schedule

4.2.5 — Detailed breakdown of prices

VOLUME 4.2.1 — INTRODUCTION

1. General

- 1.1 The breakdown of the lump-sum price (Volume 4.2.3) is the itemised list of prices showing the build-up of the price in a lump-sum contract. This breakdown of the lump-sum price does not derogate in any way to the clause stating that, in a lump-sum contract, the total contract price remains fixed irrespective of the quantity of work actually carried out.

The amounts due will be calculated:

- 1.2 The detailed breakdown of prices (Volume 4.2.5) is the list which contains the basic costs, net costs and mark-ups, from which each price on the breakdown of the lump-sum price and on the daywork schedule results. The detailed breakdown of prices does not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out.

The detailed breakdown of prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions and can provide the basis for valuation of additional work ordered referred to in Article 37.5 of the general conditions.

- 1.3 Provisional sums for use when works are to be executed on a daywork basis (Volume 4.2.4) can only be executed by administrative order of the supervisor, in accordance with the terms of the contract.

2. Specific to Volumes 4.2.2, 4.2.3 and 4.2.4

- 2.1 The item description given in the breakdown of the lump-sum price in no way limits the contractor's obligations under the contract to provide all the works described elsewhere.

- 2.2 The prices of the breakdown of the lump-sum price include all incidental and contingent expenses and all risks necessary to construct, complete and maintain all works in accordance with the contract. Unless separate items are provided in the breakdown of the lump-sum price, prices include all costs involved in the various items of the breakdown.

- 2.3 The lump-sum price and the prices of the breakdown of the lump-sum price and of the daywork schedule are all-inclusive and include any non-exonerated tax or fiscal duty.

- 2.4 The unit prices in Volumes 4.2.3 and 4.2.4 are obtained by multiplying the net cost of Volume 4.2.5 - Table D, on the one hand, with the coefficient K, on the other hand.

The coefficient K represents the proportions between the Site costs (Fc) of Volume 4.2.5 - Table E and the Total net costs (Ps) and between the General costs (Fg) of Volume 4.2.5 - Table F and the Contract price (Pv): $K = (1+A)/(1-B)$ whereby

$$A = Fc/Ps$$

$$B = Fg/Pv$$

VOLUME 4.2.2 — SUMMARY

Description	Amount US DOLLAR
Total of lump-sum price	
Total of dayworks — provisional sum	
TOTAL PRICE	

VOLUME 4.2.3 — BREAKDOWN OF THE LUMP-SUM PRICE

Item	Description	Unit	Unit price	Firm quantities	Lump-sum price Dollars
			-	-	
			-	-	
			-	-	
			-	-	
				-	
				-	
				-	
				-	
	Total lump-sum price				

VOLUME 4.2.4 — DAYWORK SCHEDULE

Item	Description	Unit	Unit price	Estimated quantities	Provisional sum Dollars
	Labour				
	Materials				
	Equipment				
	Total dayworks provisional sum				

VOLUME 4.2.5 — DETAILED BREAKDOWN OF PRICES

A) Breakdown of the basic prices for labour (in us dollars/hour)

NO	Qualification	Monthly pay (1)	Hourly pay (2)	Overtime (3)	Soc. security contributions (4)	Travel time (5)	Hourly total (6)
A1	Labourer, Cat 1						
A2	Skilled worker, Cat. 3						
A3	Skilled worker, Cat. 5						
A4	Foreman, Cat. 7						
A5	Site manager						
A6	HGV driver						
A7	Heavy plant driver						
A8	Clerk of works						
A9	Mechanic, Cat. 7						
A9	Land surveyor						
A10	Planning draughtsman						
A11	...						

The above list is given by way of example and is not exhaustive.

- (1) Salary if the employee is paid monthly.
- (2) Hourly pay if the employee is paid hourly, otherwise monthly salary divided by the legal working hours (... hours/month).
- (3) Average cost of overtime, i.e. hourly pay times the overtime coefficient.
Average coefficient to be applied to the salary to take account of overtime..... (= total gross salary/gross salary without overtime).
- (4) Percentage of the social security contributions (including social welfare, leave, etc.) times the gross salary (this percentage may vary according to the category of employee).
- (5) Average monthly or daily travel time divided by the number of daily or monthly legal working hours.
- (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

B) Breakdown of basic supply prices for materials and consumables (in us dollars/unit)

	Description		Origin (1)	Unit price origin (2)	Transport to site (3)	Tax, duties and other charges (4)	Losses		Total (6)
								Value (5)	
	Gasoil								
	Aggregates for concrete								
	Sand for concrete 2/4								
	Cement								
	Steel for reinforced concrete								

	Annealed wire								
	Timber formwork								
	Plywood								
	Plasticisers								
	Concrete coating								
	Asphalt concrete								
	Inspection ladders								
	Fencing								
	Traffic signs								
	...								

This list is not exhaustive.

- (1) Geographical location of the supplier or quarry.
- (2) Supply or cost price at the quarry or on delivery in the country.
- (3) Cost price of transport from the quarry or delivery in the country to the site.
- (4) To be borne by the firm.
- (5) Any losses or breakages to be determined by the tenderer.

(6) Basic prices for supply of materials: (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

C) Breakdown of basic hourly prices for equipment (in us dollars/hour)

N o	Description	Purchase date of equipme nt	Replaceme nt value (RV) (1)	Dutie s Taxe s (2)	RV + tax es (3)	nb days usefu l life (4)	Depreciatio n /day (5)	Fuel cost/da y (6)	Lubrica nt cost/day (7)	Spar e parts (SP) cost /day (8)	Lubrica nt & SP taxes/da y (9)	Labou r cost/da y (10)	Tota l /day (11)	Averag e daily workin g time (12)	Tota l /hou r (13)
B 1	D8N bulldoz er														
B 2	14G grader														
B 3	CAT- type crawler excavat or														
B 4	CAT whee led excavat or														
B 5	Trench er type ...														

B 5	Pump														
B 6	Concrete vibrating poker														
B 7	...														

(1) Estimated purchase price (excl. tax) of a piece of equipment of same kind, but new, purchased in the country's capital at the end of machine life span.

(2) Duties and taxes charged to the contractor at the purchase date.

(3) = (1)+(2)

(4) Number of depreciation years by number of days worked per year.

(5) Daily depreciation = (3)/(4).

(6) Average daily fuel consumption; the cost of the fuel is given with tax.

(7) Daily cost of lubricants (excl. tax).

(8) Daily cost of spare parts (excl. tax).

(9) Duties and taxes charged to the contractor on lubricants and spare parts

(10) Manpower price (man/day).

(11) Daily basic prices of piece of equipment = (5)+(6)+(7)+(8)+(9)+(10).

(12) Hours of operations (average)

(13) Hourly operational price of piece of equipment = (11)/(12)

Done at

The tenderer (signature)

D)_Breakdown of unit prices in the price schedule

US Dollars

No of the unit price:

Output per day: m³/day

Designation of the unit price:

Quantities estimated:

COMPONENTS OF THE PRICE EQUIPMENT, SUPPLIES AND SUBCONTRACTED WORKS DESIGNATION	Quantity or time using h/day (Q)	U	EQUIPMENT				LABOUR		TOTALS €/day
			DEPRECIATION €/h (1)	MAINTENANCE €/h (2)	FUEL-LUBRICANTS €/h (3)	TOTAL €/day Qx(1+2+3)	Unit price	TOTAL €/day	
EQUIPMENT		h							
		h							
MATERIALS									
		h							
LABOUR		h							
		h							
				TOTAL €/day					
				Net cost €/m ³					

E) Detailed breakdown of site costs (Fc) (US Dollar)

Means deployed	Number (1)	Basic price (2)	Total net cost (3) = (1) +(2)
Labour			
A1 Site supervisor A2 Engineer A3 Clerk of works A4 Secretary A5 Drivers A6 Orderlies A7			
Subtotal labour			
Equipment			
B1 4x4 vehicle B2 Saloon car B3 Van-type people carrier B4...			
Subtotal equipment			
Materials			
C1 Gasoil C2...			
Subtotal materials			
Other			
D1 Rentals D2 Telephone D3...			
Subtotal other			
GENERAL TOTAL			

F) Detailed breakdown of the general costs (Fg) (general overheads and profits)

No		% of the bid
1	Financial charges	
2	Insurance premiums	
3	Guarantee costs	
4	Price revision	
5	Direct taxes	
6	Other expenses	
7	Penalties	
8	Contingencies	
9	Office and agency expenses	
10	Net profits	
11	Corporation taxes	
GENERAL TOTAL		

1. Financial charges are expenses incurred outside the production process (project start-up, overdrafts, etc.).
2. Insurance is the insurance described in Article 14 of the general conditions for works contracts.
3. Guarantee costs are the bank charges for issuing the guarantee (advance, performance, retention guarantee, etc.).
4. Firms may or may not make provision under this heading, depending on their judgment concerning the quality of the price revision formula.
5. This involves VAT in the country of works, customs duties on the imported materials, etc.
7. If firms think there may be a delay in the works, they can take out cover against it.
8. Contingencies here are related to uncertainties concerning tender documents, lack of knowledge of the country, etc.
9. General and administrative expenses are made up of firms' fixed overheads such as accounts and quality control, management, various departments and office buildings and are common to all the firm's works contracts. Agency expenses are expenses common to all the works in the agency's area of responsibility.
11. These are taxes paid in the country of the works or in the country where the firm has its place of business (for international companies).

I

VOLUME 4.3

FINANCIAL OFFER TEMPLATES

UNIT PRICE CONTRACTS

Content

4.3.1 — Introduction

4.3.2 — Bill of quantities

4.3.3 — Price schedule

4.3.4 — Daily works schedule

4.3.5 — Detailed breakdown of prices

VOLUME 4.3.1 — INTRODUCTION

1. General

- 1.1 The bill of quantities (Volume 4.3.2) is the document containing an itemised breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. The quantities set out in the bill of quantities are estimated quantities. Each price for each item of the bill of quantities is detailed in the price schedule (Volume 4.3.3).

The amounts due will be calculated by measuring the actual quantities of the works executed and by applying the unit rates to the quantities actually executed for each item.

- 1.2 The detailed breakdown of prices (Volume 4.3.5) is the list containing the basic costs, net costs and mark-ups from which each price on the bill of quantities and the price schedule and on the daywork schedule results.

The detailed breakdown of prices provides the coefficients for applying the price revision formula referred to in Article 48.2 of the special conditions and can provide the basis for valuation of additional work ordered referred to in Article 37.5 of the general conditions.

- 1.3 Provisional sums for use when works are to be executed on a daily work basis (Volume 4.3.4) can only be executed by administrative order of the supervisor in accordance with the terms of the contract.

2. Specific to Volumes 4.3.2, 4.3.3 and 4.3.4

- 2.1 The prices inserted in the bill of quantities and price schedule are to be the full inclusive values of the works described under the items, including all costs and expenses that may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations specified or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all unit rates.

- 2.2 Save where the technical specifications or the bill of quantities and the price schedule specifically and expressly state otherwise, only permanent works are to be measured.

- 2.3 No allowance will be made for loss of materials or volume thereof during transport or compaction.

- 2.4 The prices of the bill of quantities, price schedule and daily work schedule are all-inclusive and include any non-exonerated tax or fiscal duty.

- 2.5 The unit prices in Volumes 4.3.2 and 4.3.4 are obtained by multiplying the net cost of Volume 4.3.5 - Table D, on the one hand, with the coefficient K, on the other hand.

The coefficient K represents the proportions between the Site costs (Fc) of Volume 4.3.5 - Table E and the Total net costs (Ps) and between the General costs (Fg) of Volume 4.3.5 - Table F and the Contract price (Pv): $K = (1+A)/(1-B)$ whereby

$$A = Fc/Ps$$

$$B = Fg/Pv$$

- 2.5 The units of measurement used in the annexed technical documentation are those of the International System of Units (SI). No other units may be used for measurements, pricing, detail drawings etc. (Any units not mentioned in the technical documentation must also be expressed in terms of the SI.) Abbreviations used in the bill of quantities are to be interpreted as follows:

mm	means	millimetre
m	means	metre
mm ²	means	square millimetre
m ²	means	square metre
m ³	means	cubic metre
kg	means	kilogram
to	means	tonne (1000 kg)
pcs	means	pieces
h	means	hour
L.s.	means	Lump sum
km	means	kilometre
l	means	litre
%	means	per cent
N.d	means	nominal diameter
m/m	means	man-month
m/d	means	man-day

VOLUME 4.3.2 — BILL OF QUANTITIES

PRICE No	TITLE	UNIT	UNIT PRICE	ESTIMATED QUANTITIES	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f = d * e)
000	<for instance: installation of the site>				
001					
...					
	Total 000-99				
100					
101					
...					
	Total 100-199				
200					
201					
...					
	Total 200-299				
300					
301					
...					
	Total 300-399				
....					
Total amount of the works,					

outside dayworks					
Dayworks					
Total					

Note: the numbering of prices under (a) and titles under (b) correspond to the numbering in the price schedule

VOLUME 4.3.3 — PRICE SCHEDULE

PRICE No <for example: PRICE No 201> Title: ... <for example: EXCAVATE TOPSOIL WITHIN ROADWAY>	
Description of the implementation modalities of the works comprised within this price, as well as the measurement modalities of the quantities executed and to be paid by this price. <for example: This price is for excavation of topsoil paid per square meter (m²) executed. Measurement is made horizontally. Excavation of topsoil is executed within the roadway. The price includes: - excavation of topsoil, loading, and transportation (all distance inclusive), unloading and disposal (provisory or definitive) in a place agreed with the engineer; - the cleaning of the existing ditches within the roadway - all other costs related to topsoil excavation. This price is per square meter of surface excavated. Measurement is performed contradictory>.	
PRICE No ... — TITLE: <for example: PRICE No 201 — EXCAVATE TOPSOIL WITHIN ROADWAY>	
Price in words: <for example: per square meter: GNF (Guinean Franc)>	Price in numbers: <for example: GNF (Guinean Franc)>

PRICE No <for example: PRICE No 202>	
Title: ...	
Description of the implementation modalities of the works comprised within this price, as well as the measurement modalities of the quantities executed and to be paid by this price.	
PRICE No ... — TITLE:	
Price in words:	Price in numbers:

Etc.

VOLUME 4.3.4 – DAYWORKS SCHEDULE

Item	Description	Unit	Unit price	Estimated quantities	Provisional sums dollars
	<for example: - Labourer - Mason - Driver - ... - Bull Dozer - Water Tank - ...>				
Total Dayworks					

VOLUME 4.3.5 — DETAILED BREAKDOWN OF PRICES

A) Breakdown of the basic prices for labour

(converted into local currency or €/hour)

No	Qualification	Monthly pay (1)	Hourly pay (2)	Overtime (3)	Soc. security contributi ons (4)	Travel time (5)	Hourly total (6)
A1	Labourer, Cat 1						
A2	Skilled worker, Cat. 3						
A3	Skilled worker, Cat. 5						
A4	Foreman, Cat. 7						
A5	Site manager						
A6	HGV driver						
A7	Heavy plant driver						
A8	Clerk of works						
A9	Mechanic, Cat. 7						
A9	Land surveyor						
A10	Planning draughtsman						
A11	...						

The above list is given by way of example and is not exhaustive.

(6) Salary if the employee is paid monthly.

(7) Hourly pay if the employee is paid hourly, otherwise monthly salary divided by the legal working hours (... hours/month).

(8) Average cost of overtime, i.e. hourly pay times the overtime coefficient.

Average coefficient to be applied to the salary to take account of overtime..... (= total gross salary/gross salary without overtime).

- (9) Percentage of the social security contributions (including social welfare, leave, etc.) times the gross salary (this percentage may vary according to the category of employee).
- (10) Average monthly or daily travel time divided by the number of daily or monthly legal working hours.
- (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

B) Breakdown of basic supply prices for materials and consumables
(in \$)

No	Description		Origin (1)	Unit price origin (2)	Transport to site (3)	Tax, duties and other charges (4)	Losses		Total (6)
								Value (5)	
C1	Gasoil								
C2	Aggregates for concrete								
C3	Sand for concrete 2/4								
C4	Cement								
C5	Steel for reinforced concrete								
C6	Annealed wire								
C7	Timber formwork								

C 8	Plywood								
C 9	Plasticisers								
C 10	Concrete coating								
C 11	Asphalt concrete								
C 13	Inspection ladders								
C 14	Fencing								
C 15	Traffic signs								
C 16	...								

This list is not exhaustive.

- (7) Geographical location of the supplier or quarry.
- (8) Supply or cost price at the quarry or on delivery in the country.
- (9) Cost price of transport from the quarry or delivery in the country to the site.
- (10) To be borne by the firm.
- (11) Any losses or breakages to be determined by the tenderer.
- (12) Basic prices for supply of materials: (6) = (2) + (3) + (4) + (5).

Done at

The tenderer (signature)

C) Breakdown of basic hourly prices for equipment (in US Dollars/hour)

N o	Description	Purchase date of equipment	Replacement value (RV) (1)	Duties + Taxes (2)	RV + taxes (3)	nb days useful life (4)	Depreciation /day (5)	Fuel cost/day (6)	Lubricant cost/day (7)	Spare parts (SP) cost /day (8)	Lubricant & SP taxes/day (9)	Labour cost/day (10)	Total /day (11)	Average daily working time (12)	Total /hour (13)
B 1	D8N bulldozer														
B 2	14G grader														
B 3	CAT-type crawler excavator														
B 4	CAT wheeled excavator														
B 5	Trencher type ...														
B 5	Pump														

B 6	Concrete vibrating poker														
B 7	...														

(4) Estimated purchase price (excl. tax) of a piece of equipment of same kind, but new, purchased in the country's capital at the end of machine life span.

(5) Duties and taxes charged to the contractor at the purchase date.

(6) = (1) +(2)

(4) Number of depreciation years by number of days worked per year.

(5) Daily depreciation = (3)/(4).

(6) Average daily fuel consumption; the cost of the fuel is given with tax.

(7) Daily cost of lubricants (excl. tax).

(8) Daily cost of spare parts (excl. tax).

(13) Duties and taxes charged to the contractor on lubricants and spare parts.

(14) Manpower price (man/day).

(15) Daily basic prices of piece of equipment = (5) +(6)+(7)+(8)+(9)+(10)..

(16) Hours of operations (average).

(14) Hourly operational price of piece of equipment = (11)/ (12)

Done at

The tenderer (signature)

D) Breakdown of unit prices in the price schedule
(in \$)

No of the unit price:

Output per day: m³/day

Designation of the unit price:

Estimated quantities:

COMPONENTS OF THE PRICE EQUIPMENT, SUPPLIES AND SUBCONTRACTED WORKS DESIGNATION	Quantity or time using h/day (Q)	U	EQUIPMENT				LABOUR		TOTALS €/day
			DEPRECIATION €/h (1)	MAINTENANCE €/h (2)	FUEL- LUBRICANTS €/h (3)	TOTAL €/day Qx(1+2+3)	Unit price	TOTAL €/day	
EQUIPMENT		h							
		h							
MATERIALS									
		h							
LABOUR		h							
		h							
				TOTAL €/day					
				Net cost €/m ³					

E) Detailed breakdown of site costs (Fc)
(in local currency or €)

Means deployed	Number (1)	Basic price (2)	Total net cost (3)=(1)+(2)
Labour			
A1 Site supervisor A2 Engineer A3 Clerk of works A4 Secretary A5 Drivers A6 Orderlies A7			
Subtotal labour			
Equipment			
B1 4x4 vehicle B2 Saloon car B3 Van-type people carrier B4...			
Subtotal equipment			
Materials			
C1 Gasoil C2...			
Subtotal materials			
Other			
D1 Rentals D2 Telephone D3...			
Subtotal other			
GENERAL TOTAL			

F) Detailed breakdown of the general costs (Fg)
(general overheads and profits)

No		% of the bid
1	Financial charges	
2	Insurance premiums	
3	Guarantee costs	
4	Price revision	
5	Direct taxes	
6	Other expenses	
7	Penalties	
8	Contingencies	
9	Office and agency expenses	
10	Net profits	
11	Corporation taxes	
GENERAL TOTAL		

1. Financial charges are expenses incurred outside the production process (project start-up, overdrafts, etc.).
2. Insurance is the insurance described in Article 16 of the general conditions for works contracts.
3. Guarantee costs are the bank charges for issuing the guarantee (advance, performance, retention guarantee, etc.).
4. Firms may or may not make provision under this heading, depending on their judgment concerning the quality of the price revision formula.
5. This involves VAT in the country of works, customs duties on the imported materials, etc.
7. If firms think there may be a delay in the works, they can take out cover against it.
8. Contingencies here are related to uncertainties concerning tender documents, lack of knowledge of the country, etc.
9. General and administrative expenses are made up of firms' fixed overheads such as accounts and quality control, management, various departments and office buildings and are common to all the firm's works contracts. Agency expenses are expenses common to all the works in the agency's area of responsibility.
11. These are taxes paid in the country of the works or in the country where the firm has its place of business (for international companies).

VOLUME 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS

SECTION 5.1:

LIST OF DRAWINGS ATTACHED

The following primary architectural, structural, and civil engineering reference drawings form the mandatory basis of design for bidding and contract execution under this tender package. Bidders must ensure their technical pricing calculations align strictly with the dimensions, layouts, and configurations depicted across these plates:

Drawing No.	Plate / Sheet Name	Scale	Sheet Content & Technical Coverage
ADH-A-101	Master Site Layout Plan & Demolition Zoning	1:200	Illustrates full 3,000 m ² boundaries (60m x 50m), the 1,900 m ² extension area, zoning for the 120m perimeter fence, and the specific 347.52 m ² demolition quadrant.
ADH-A-102	Main Wards Block – 2D Floor Plan	1:100	Complete interior partition, corridor dimensions, spatial allocations for Male, Female, and Pediatric

			inpatient zones, and integration of internal nurse stations.
ADH-A-103	Main Wards Block – North & South Elevations	1:100	Vertical external profiles, structural heights, roof pitch slopes, window placements, and external architectural rendering guidelines.

ADH-A-104	Main Wards Block – East & West Elevations	1:100	Cross-sectional external views showing plinth heights, DPC level lines, and external paint zoning controls.
ADH-A-105	Emergency & OR Block – Architectural Layout	1:50	Floor configurations for the operating theater suite, emergency trauma reception ward, clean sterilization anterooms, and medical scrub zones.
ADH-A-106	Outpatient Department (OPD) & Diagnostics	1:100	Spatial planning for laboratory analysis benches, X-ray imaging rooms, primary pharmacy stores, and financial administration office setups.

ADH-A-107	Maternity Block – Engineering Floor Plan	1:50	Delivery room spatial parameters, patient labor staging bays, newborn ultrasound observation room, and primary clinical wash modules.
ADH-A-108	External Utilities & Facilities Layout Plan	1:100	Structural placement vectors for the nine (9) outside toilet modules, decentralized septic tanks, and the elevated gravity water tank platform.
ADH-M-101	Medical Incinerator Detail & Section Drawings	1:25	Specialized multi- view sectional drawings of double- chamber refractories, engineering red brick casing, and the 4.5m stainless steel exhaust stack anchor details.

SECTION 5.2:

LIST OF DESIGN DOCUMENTS AVAILABLE

In tandem with the technical drawings listed in Section 5.1, the following official documentation packages represent the technical baseline for this contract. These files are available for full verification and compliance auditing during the tender period:

1. **Comprehensive Structural Assessment & Feasibility Report (Dated February 12, 2026):** Authored by Eng. Ibraahim Abdi Ali. This report details the underlying structural asset failures, concrete carbonation values, and the formal engineering justification requiring total site demolition and single-story bungalow reconstruction rather than a superficial building rehabilitation.
2. **Updated Bills of Quantities (BOQ) for Adale Hospital Project:** Master financial costing sheets outlining specific quantities and cost distributions across Bill 00 (Preliminaries and Demolition), Bills 01–05 (Core Facility Blocks), and Bill 06 (External Works, Water Infrastructure, and Thermal Incinerator Units).

SECTION 5.3:

PROTOCOLS FOR DRAWING INSPECTION, VERIFICATION & REVISION

5.3.1 Contractual Interpretation Order (FIDIC Clause 1.5)

In the event of an identified variation between written dimensions on the drawings and scaled measurements, the written figures shall take immediate priority. Where a discrepancy emerges between the Design Drawings (Volume 5) and the Technical Specifications (Volume 3), the provisions within the Technical Specifications shall guide material procurement choices unless explicitly modified by written instruction from the Engineer.

5.3.2 Right to Review and Information Request Protocol (FIDIC Clause 1.9)

1. **Pre-Bid Verification:** Bidders are under an absolute obligation to cross-check all baseline site parameters against the provided blueprints. If the Contractor finds any geometric collision, physical layout constraint, or dimensional error within the drawings, they must notify the Engineer in writing via a formal Request for Information (RFI) at least seven (7) days prior to the closure of the bidding window.
2. **Delayed Instructions Handling:** Following contract award, if the Contractor experiences a delay in receiving necessary detailed operational details or minor design updates from the Engineer that impacts construction sequencing, the Contractor shall issue a formal notice under **FIDIC Sub-Clause 1.9 (Delayed Drawings or**

Instructions). This notice must comprehensively define the nature of the missing detail, the exact execution timeline impacts, and the associated financial risk breakdown to facilitate appropriate project evaluation.

5.3.3 Preparation of Execution Shop Documentation (FIDIC Clause 5.1)

The Contractor shall meticulously transform these Employer-designed Volume 5 prints into functional construction shop drawings. The Contractor shall bear complete technical responsibility for the exact coordination of structural rebar layout lengths, exact mechanical conduit sleeves through grade beams, plumbing flow drop gradients, and the physical alignment of high-temperature refractory components inside the medical incinerator cell. No active casting, trench work, or structural masonry installation shall proceed on-site in the absence of an officially stamped and signed drawing from the Engineer's office.

Drawings are available for inspection from *[date]* at the following address:

Consultant:

Person in charge:

Tel.: +

Fax: +

E-mail:

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date: