

BIDDING DOCUMENTS

(PROCUREMENT OF WORKS FOR LARGE PROJECTS)

CONSTRUCTION/ REHABILITATION OF FEEDER ROADS IN THE SEGABI ZONE

DONORS



Prepared by



Kotu West, (near WHO Office), KMC, SerreKunda, The Gambia
Contacts: +2207666556 / +2207666557
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INVITATION TO BID

ITB No.: SFL/2021/001 Feeder Roads Construction Projects

Date: 25 March 2021

Shelter for Life International (SFL) is an international Christian humanitarian organization based in Minnesota, USA that supports displaced persons, refugees, migrants, and those suffering from conflict and disaster to rebuild their lives and communities through shelter and community development programs. SFL will implement the Linking Infrastructure, Finance, and Farms To Cashew (LIFFT-Cashew), a six-year United States Department of Agriculture (USDA) funded Food for Progress Program (FFPr) in Senegal, The Gambia, and Guinea-Bissau (SeGaBi). The program proposes to address multiple aspects of the cashew value chain by upgrading existing and building new linkages to create a more integrated and durable regional network that will enhance the cultivation of cashew and the processing and selling of cashew products.

In the framework of LIFFT CASHEW, The LIFFT-Cashew program will build or rehabilitate 130 kilometers of agricultural feeder and connector road in the SeGaBi region. Feeder roads link producer groups or high production areas with key regional highways, while connector roads provide direct access between regional transport hubs or highways. Increasing evidence demonstrates that improving rural feeder roads increases access to markets and improves transaction efficiency.

The SFL Bid Evaluation and Award Committee (“BEAC”) now invites interested Contractors to apply to Bid for the proposed below projects:

BID

#	Description of Works	Location
Part 1 (see attachment 1)	Construction of the feeder road #03 Fass Njaga Choi – Jama Gen with laterite	North Bank

This BD includes Instructions to Contractors, Technical Specifications and Administrative Requirements that Contractors will need to follow in order to prepare and submit their quotation for consideration by SFL.

Eligible Contractors may receive the complete set of Bidding Document at above address from **April 06, 2021 at 08:30am to 17:00 local time** or download at the following web-site: www.shelter.org.

Please also regularly follow the SFL web-site for potential publication of addenda or clarifications.

A pre-Bidding conference/information meeting will be held on **April 9, 2021, 15:30** local time at SFL office Meeting room located at: **Kotu, Gambia**.

Bids shall be delivered at the address indicated above on or before **25 April 2021, 13:00 local time**. Late Bids shall be rejected.

Bids will be opened at SFL Office in the Gambia at the above-mentioned address on **25 April 2021, 15:30 pm local time** in the presence of the Contractors who wish to attend.

SFL reserves the right to accept or reject any Bids, and to cancel the procurement process and reject all Bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for SFL action.

Very truly yours,
BEAC Chairperson

Instructions to Bidders

A. General

- 1. Scope of Bid** 1.1 SFL invites Bid for the construction of:
- 1) *Construction of the feeder road #03 Fass Njaga Choi-Jama Gen with laterite Length 7 280.9 m 6 meters width*
- 2. Source of Funds** U.S. Department of Agriculture, (USDA)
- 3. Qualification of the Bidder** 3.1 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of construction work of at least USD 150,000 (one thousand fifty) in the last five (3) years;
 - (b) experience as prime contractor in the construction of at least two (2) works of a nature and complexity equivalent to the Works over the last five (5) years, to comply with this requirement, cost of works cited should be at least equivalent to 100% (per cent) of the estimated project cost and should be at least 70% (per cent) complete. The experience of such similar works must be supported by copy of contracts and references, and photographs of each project;
 - (c) a Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager;
 - (d) Copy of license for construction works including for all types of works included in construction works to be bid.
- 4. One Bid per Bidder** 4.1 Each Bidder can submit on the two Bids, either individually or as a partner in a joint venture. But a Bidder who submits or participates in two BIDS can be only be attributed one BID.
- 5. Cost of Bidding** 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and SFL will in no case be responsible or liable for those costs.

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- 6. Site Visit** 6.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. The Bidder is requested to preliminary coordinate his site visit plan with SFL.
- 7. Language of Bid** 7.1 All documents relating to the Bid shall be in French, English, or Portuguese language. English is preferable.
- 8. Currencies of Bid and Payment** 8.1 The unit rates and prices shall be quoted by the Bidder entirely in the national currency of Gambia (Dalasi).
- 9. Sealing and Marking of Bids** 9.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 19.2 The inner and outer envelopes shall
- (a) be addressed to:
- The Chairperson
Bids Evaluation and Award Committee (BEAC)
In Kotu, Gambia.***
- 10. Deadline for Submission of Bids** 10.1 Bids shall be delivered to SFL at the address specified above no later than **March 15, 2021, 13:00 local time**.
- 11. Late Bids** 11.1 Any Bid received by SFL after the deadline prescribed in will be returned unopened to the Bidder.
- 12. Bid Opening** 12.1 SFL will open the Bids, including modifications made pursuant to Clause 22, in the presence of the Bidders' representatives who choose to attend on **March 15, 2021, 15:30 pm local time** at SFL Office in Gambia.

12.2 The Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as SFL may consider appropriate, will be announced by SFL at the opening.

12.3 SFL will prepare minutes of the Bid opening, including the information disclosed to those present.

13. Process to Be Confidential

13.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence SFL's processing of Bids or award decisions may result in the rejection of his Bid.

14. Correction of Errors

14.1 Bids determined to be substantially responsive will be checked by SFL for any arithmetic errors. Errors will be corrected by SFL as follows:

- (a) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of SFL there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

14.2 The amount stated in the Bid will be adjusted by SFL in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

15. Currency for Bid Evaluation

15.1 Bids will be evaluated as quoted in the currency of the SFL's country.

BID FORM

Date:

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
Shelter for Life International
Kotu, Republic of Gambia

We, the undersigned, declare that;

Having examined the Bidding Document for the Construction of a number of infrastructure projects in Cacheu **Ref No.: ITB No.: SFL/2021/001** Feeder Roads Construction Projects, issued on **(Insert Date)**, the receipt of which is hereby duly acknowledged, I, representing *[insert name of company]* offer to execute the WORKS and complete the construction in conformity with the Bidding Document for the total fixed lump sum price of *[insert total Bid amount in words and figures and currency]* accordance with the Bill of Quantities and Detailed Estimate which is herewith attached and form part of this Bid.

I undertake, if my Bid is accepted, to deliver, install and execute the WORKS in accordance with the construction timetable/schedule set out in the “Instruction to Bidders” of the Bidding Document.

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document, which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Date:/...../2021

[signature over printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of *[name of company]*

Standard Form: Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: _____
 Place of registration: _____
 and copy of registration should be attached
 Principal place of business: _____
 Power of attorney of signatory of Bid: _____
- 1.2 Total annual volume of construction work performed in the last three (3) years, in national currency of Gambia (Dalasi)

- 1.3 Work Experience during the last 3 years (see attached 5).
- 1.4 Equipment schedule to be used for the proposed project (see attached 6).
- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract (see attached 7).
- 1.6 Construction schedule to be used for the proposed project (see attached 8).
- 1.7 Financial reports for the last three (3) years: balance sheets, profit and loss statements, auditors' reports, etc. and copy of financial reports should be attached
- 1.8 Name, address, and telephone, email, and facsimile numbers of banks that may provide references.

Name of Bank

Address

Telephone/telex/fax
Number



Attachment - 1

BID AO-GAMBIA-2021/ #03: Fass Njaga Choi–Jama Gen (Length 7 280.9 m 6 meters width)

ROAD NAME	ROAD #03/ GM Fass Njaga Choi-Jama Gen
Length	7 280.9 m
The beginning of the road in Fass Njaga Choi	location and GPS: 345720.00 m E ; 1499940.00 m N
End of the road: After the township of Jama Gen	location and GPS: 339515.00 m E ; 1502678.00 m N

Item 1. Preparation of platform.		No of days	Quantities	U. P	T. P
Cutting surface of platform (1259m3) - Filling surface of platform (10376m3) - Final leveling surface of platform using heavy machineries - Screening compactions surface of road platform and shoulders using a heavy machinery		m ²			
1	Grader 14H or 12G and Compactor 16 tons, Tanker lorry 30,000 liters	m ²	72,809		-
2	Earth embankments on the dike 277.67 m (including compaction per layer of 20 cm until hight is reached)	m ³	3,920		-
Item 2. Surface layer		No of days			
Delivery of laterite 41640 square meter (Length of road-6940 meter & width of road 6 meter and thickness of laterite 20cm)		m ³			
1	Delivery of laterite -	m ³	9,715.00		-
Item 3. Levelling and Compacting		No of days			
-Material is delivered to the road, followed by mechanical levelling with the grader. The layer is levelled according to the engineers' profile and crowned at a 3% angle on either side of the road to facilitate drainage. -Final compaction of surface of road and surface using a heavy machinery		m ³			
1	Grader 14H or 12G, Tanker lorry 30,000 liters	m ³	9,715.00		-
2	Tanker lorry 30,000 liters, Compactor 16tons	m ³	9,715.00		-
Total Road Construction					-

**Attachment - 4****KEY SUPERVISORY STAFF SCHEDULE (to be assigned for the proposed project)****Project Ref. No:****Project:****Project:**

#	Title/Objective	Unit	Necessary quantity of workers		
			Permanent	Temporary	Total quantity
1	Head of organization based on contract				
	<i>Name/surname:</i>				
	<i>Position in the organization/:</i>				
	<i>Qualification:</i>				
	<i>Work experience in this organization:</i>				
	Professional staff				
2		person			
3		person			
4		person			
5		person			
6		person			
7		person			
8		person			
	Qualified staff (skilled experts)	person			
9		person			
10		person			
11		person			
12		person			
13		person			
14		person			
15		person			
16		person			
17		person			
18		person			
19		person			
20		person			
	Quantity of permanent workers	person			
	Quantity of temporary workers	person			
	Maximum quantity of workers	person			

We hereby certify that the above key supervisory staff is available for use in the execution of the contract.
Attached CV if not yet attached at the eligibility documents submitted.

CONSTRUCTION AGREEMENT

Supplies Contract: Rehabilitation of road)
(Length: ; Width: 6m)

1. Contract document.

This agreement is entered (*date*) between **Shelter For Life International (SFL)** in **Kotu**, Regional Office Gambia, represented by **Mr.** (.....) (hereinafter referred to as (SFL),

and

The company, in (*Address*), represented by **Mr.** (hereinafter referred to as the (“Contractor”).

1.1.Obligations of the Contractor.

The Contractor is hereby covenant and agrees:

- furnish the Preparation of the road platform/sub-layer amounting to a total quantity of xxxxxxxx **square meters (sqm)**;
- supply xxxxxxxx **cubic meters (cbm)** of Laterite with a minimum of 47% CBR (*California Bearing Ratio*) for a 20 cm thick Surface layer;
- furnish the Dike with Clay Sand of xxxxxxxx **cubic meters (cbm)**;
- furnish the Grading and compacting of the Surface layer and volume (as described in annex 1) amounting to a total volume of xxxxxxxx **cubic meters (cbm)**;
- Finish the work in a delay of xxx **days** (xxx days) with a total amount (dalasi) 00,000,000.

with its equipment covering all associated costs and to faithfully perform the work within the time period established in this contract, in strict accordance with the site (**quarry of**) and material selected by SFL Engineers, and subject to, and on strict conformance with all the conditions, stipulations, terms and provisions in this contract.

This contract includes work and supplies description, contractor’s submitted bid/quotation, and, if applicable, drawings and other amendments which may be incorporated by reference during the validity of this contract.

Workmanship warranty.

The Contractor guarantees that the supplied material and service meet the specifications in the attached quotation forms, which have been submitted by the Contractor in the bidding process. To guarantee the required quality, the contractor will carry out “acceptance tests” to

ensure the quality meets the standards required in this contract and submitted it to SFL engineers for approval

1.2.Performance Guarantee.

The contractor shall provide a performance guarantee, designed to cover any possible deficiencies in the work, materials or services provided by the contractor. This guarantee is a fixed amount equivalent to 5% of the total contract. SFL will deduct and withhold 5% from each payment to the contractor.

SFL will release the performance guarantee after the final acceptance of work, once the guarantee period has expired. The guarantee period is fixed at one year after the initial review of work upon contract completion. SFL will release the withheld amount no later than one week after the final acceptance of work at the end of the guarantee period.

1.3.Penalty for late delivery of work.

To ensure compliance with contractual deadlines, the present contract includes a penalty for delays in the contractor's delivery of work, materials or services. If the contractual period is exceeded, the contractor is liable, without prior notice, to a penalty.

If the Works are not completed by the Completion Date according work schedule that submit by contractors the Contractor shall be liable to SFL for liquidated damages equivalent to 1% (one per cent) of the total Contract Price for each day of delay. Daley Works are completed and accepted with a note of conformation by SFL representatives the contractors is eligible to continue present contract. Should the late period extend beyond 11 days, SFL reserves the right to void the present contract and seek another contractor to provide the work, materials or services. Should the contractor fail to complete the work or to provide the materials or services, SFL reserves the right to hire another contractor to complete the work, in which case, SFL will deduct the amount paid to the new contractor from the total amount of the present contract. If the charge by the new contractor to complete the work is higher than the unpaid contract amount to this contractor, this contractor is responsible to pay the additional cost to be paid to the new contractor.

1.4.Supervision.

The supervision of all work, including coordination of all portions of the work under this contract will be provided by SFL in close consultation with the Contractor. The **Surface layer (laterite)** must be selected under SFL supervision.

The Contractor shall keep and update a daily logbook on all progress and matters relating to the Works in accordance with industry standards. The logbook shall be inspected and verified for accuracy, daily or at an interval designated by SFL, by a designated SFL staff or its authorized representatives. The logbook shall be the authoritative source of information for determining the extent of the Works completed (the "Completion Rate"). In case the Contractor fails to update the logbook properly with the required verification,

SFL shall have the right to solely determine the Completion Rate which cannot be challenged by the Contractor.

The Contractor shall submit an updated Work Schedule as and when requested by IOM or its Project Manager.

1.5.Changes and Amendments.

This contract may be amended by request provided that the amendments make specific references to this contract and is executed by writing by both SFL and the Contractor. The amendment will not invalidate this contract, nor relieve or release the Contractor from respective obligations under this contract. The amendment may be made in the time allowed for the completion of the work or changes of the work description. The Contractor will be required to furnish SFL with necessary costs for further approval. The work there under shall not start until the contractor has been notified in writing that the change has been approved by the Project Manager. Any work performed by the Contractor without written authorization of SFL is at the Contractor's risk.

2. Standard work Codes.

In general, the Contractor shall perform all work in a good professional manner and in conformance with the applicable work norms for road construction and maintenance, whether or not specifically mentioned in the work description and drawings for the work. More precisely, the Contractor is required to meet all technical specifications requested by the quotations/bid form and Annex 1 in order to meet the road construction standards given by *Road National Agency* (the Gambian Governments agency in charge of all rural road construction in the country). All work not conforming to these standards shall be considered defective. On the basis of the gross planning submitted with the bid, the Contractor has to elaborate a detailed work plan (including employed staff and equipment) which has to be provided to the SFL engineer at the beginning of the week for the next seven working days. In addition, the contractor has to provide to the SFL engineer a list about the provided Equipment & Material (in accordance to the bit and Annex 1) in a daily manner. The detailed work plan should use a similar format and pick up the same indicators that the SFL engineers track in their Weekly Road Progress Report.

3. Financial and installments part.

3.1.The payment for the supply of the listed services will be as following:

#	Description	Unit	Unit price	Quantity	Total price
Item 1	Preparation of platform. Cutting surface of the platform (..... m3) - Filling surface of the platform (..... m3) - Final leveling surface of the platform using heavy machinery - Screening compactions surface of road platform and shoulders using a heavy machinery	m ²			
	Earth embankments on the dike (including compaction per layer of 20 cm until hight is reached)	m ³			
Item 2	Surface layer Delivery of laterite on square meter (Length of the road- meters & width of 6 meter meters and thickness of laterite 20cm)	m ³			
Item 3	Leveling and Compacting: Leveling (Material is delivered to the road, followed by mechanical leveling with the grader. The layer is leveled according to the engineers' profile and crowned at a 3% angle on either side of the road to facilitate drainage Compacting (Final compaction of the volume of laterite on road and surface using heavy machinery. Tanker lorry 30,000 liters, Compactor 16tons)	m ³			

Payment request shall be made by the Contractor to SFL for the above listed services supplied. Payment will only be effected after verification and certification of the supply by SFL engineers and monitors.

4.1.The specified work must be completed in xxxxx (00) working days from the effective startup notification date and reception of the 20% prepayment (cash advance)

4.2.Prepayment.

SFL will provide the Contractor with a prepayment of 20% of the contract amount in order to begin providing the work, materials, or services specified under the present contract. SFL will remit this amount to the Contractor no later than one week after signing the contract. The amount for prepayment will be deducted by the 5% 'Performance Guarantee' (see 1.2.) as well as the requested amounts for partial payment.

4.3.Payment Schedule.

The Contractor will be paid progress payments according to the schedule in Annex 2 of this contract. The contractor must submit a Progress Draw Invoice (PDI) prior to payment. The PDIs must indicate the percentage of the work completed and the corresponding invoiced amount. SFL will verify the completion of work prior to payment. The 'Performance Guarantee' (see 1.2.) will be deducted from every draw. The payment schedule can be found in Annex 2 of this contract.

4.4. Progress monitoring and acceptance of road completion (see also Annex 1).

Daily monitoring shall be performed by SFL engineers and Soil Scientist in collaboration with the technical team provided by the Contractor. The SFL technical team (Geotechnical engineer, Topographer Engineer and SFL Field engineers) as well as the SFL Monitoring & Evaluation (M&E) Manager verifies the work performance on a regular basis and after submission of an invoice. The payments outlined in section

4.5. will only be paid when the examination and monitoring results meet the technical standards for road construction (see Annex 1). Upon completion of work pertaining to this contract, the Contractor shall notify and arrange for the work acceptance by SFL M&E Manager and SFL Field Engineer in written form. If the work is satisfactorily completed, the payment shall be made. Should the acceptance reveal that the work completed was not satisfactory, SFL will notify the Contractor of the deficiencies and request that the Contractor indicate what actions will be undertaken to complete the work adequately. No final payment will be authorized by SFL Finance Department until the work is completed, and the acceptance by the SFL technical team and SFL M&E Manager verifies that the work is acceptable.

5. Termination of contract.

SFL shall have a right to terminate this contract without process or action at law, by notice to the Contractor in writing should the Contractor:

- Fail to start the work or make satisfactory progress on the work to be performed under this contract.
- Fail to comply with written or non-written instructions which are consistent with the terms of the contract.
- Fails to implement remedies and continues to perform a new unsatisfactory work such as has been rejected by the SFL.
- Carry on the work in a manner contrary to the specifications.
- Deviates and fails to perform its obligations under this contract.
- Contractor is incriminated of unlawful actions such as drug trafficking, use of child labor and any other illicit activities deemed unacceptable by SFL.

6. Child labor

The Contractors shall carry out all services under this agreement with due diligence and efficiency without any recourse to child labor.

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous.

7. **Time of Essence.**

Time is of the essence as to each and every provision of this contract

8. **Damages and Liabilities.**

The Contractor must make every reasonable effort to protect its possession from the project site from loss or damage. The Contractor shall bear the sole responsibility for security and repair of its equipment during the course of work and minimize any delays to project completion. The term "damages" shall include, but not limited to, any damage caused by the contract operation or by workers during the work operations. When "repair of the existing work" is called for in the work description, the finished work shall match the adjacent work in design and dimension to blend with the existing work so that the patch or replacement will be inconspicuous.

9. **Contractor Declaration.**

I, Mr. **XXXXXXXX**, representing **XXXXXXXX**, promise to conduct the highest standard of quality as specified in my contract. I shall follow and abide by all directions, requests, suggestions or instructions of SFL regarding the quality standards required and in connection with the manner in the project site. I agree to be bound by the provisions contained in this agreement, which shall take precedence over one another in case of conflict

SFL Representatives:

XXXXXXXX

Mr. XXXXXXXXXXX

The Contractor Representatives:

XXXXXXXX

Mr. XXXXXXXXXXXXXXX

Sign: _____

Sign: _____

Date: _____

Date: _____
