



TITLE OF TENDER

PROTECTION OF NYAKAGERA WATER SOURCE AND IMPROVEMENT OF WASH FACILITIES AT KIREHE HOSPITAL IN KIREHE DISTRICT.

Source of funding: Water for People

Procuring Entity: Water for People

Tender Reference Number:

Procurement Method: Open competitive Tendering

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SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

A General information

1. Scope of bid

- 0.1 The Procuring Entity, as defined in the bid Data Sheet, invites bids for protection of Nyakagera water source and provision of wash facilities at Kirehe DH.
- 0.2 Throughout these bidding documents:
- (a) The term “in writing” means communicated in written form (e.g., by mail, e-mail,) with proof of receipt.
 - (b) “Day” means calendar day.

2. Source of Funds

Water For People has received funds from the government of the United States of America to implement the Isoko y'Ubuzima Project. The Isoko y'Ubuzima Project will be implemented from July 2021 to July 2026 by a consortium led by Water For People to improve WASH service delivery. Other members of the consortium are IRC, Vitens Evides International (VEI), CARE International, and African Evangelistic Enterprise (AEE).

The overall goal of Isoko y'Ubuzima is to improve access to sustainable water and sanitation services which is critical to improved health outcomes, improving the living standards of Rwandan citizens, and achieving Rwanda's development goals.

Water for People intends to apply part of the funds from the Isoko y'Ubuzima project towards the cost of the Project, to cover eligible payments under the contract for the Works.

3. Ethics and mandatory requirements

All bidders, suppliers, contractors, and consultants must comply with the requirements and reporting obligations of the following USAID Standard Provisions for non-US organizations (a copy of which is attached as Section IX:

- M1. Allowable Costs (August 2024) - Applicable if the contract will be cost-reimbursable.
- M2. Accounting, Audit, and Records (August 2024) - Applies to contracts above \$10,000.
- M6. USAID Eligibility Rules for Procurement of Commodities and Services (May 2020)
- M7. Title To and Use of Property (August 2024)
- M12. Debarment and Suspension (June 2012)
- M14. Preventing Transactions with, or the Provision of Resources or Support to, Sanction Groups and Individuals (May 2020)
- M15. Trafficking in Persons (August 2024)



- M18 Non-Discrimination (August 2024)
- M20. Limiting Construction Activities (August 2023)
- M22. Enhancement of Grantee Employee Whistle-blower Protections (August 2024)
- M24. Prohibition on Requiring Certain Internal Confidentiality Agreements (May 2017)
- M26. Mandatory Disclosures (August 2024)
- M27. Nondiscrimination Against Beneficiaries (November 2016)
- M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2024)
- RAA9. Travel and International Air Transportation (December 2014) - This applies if international air travel costs will be paid under the contract.
- RAA10. Ocean Shipment of Goods (June 2012) - Applies if ocean transportation for goods will be paid under the contract.
- RAA11. Reporting Host Government Taxes (December 2022)
- RAA18. Standards for Accessibility for the Disabled in USAID Assistance Awards Involving Construction (September 2004)
- RAA28. Contract Provision for DBA Insurance under Recipient Procurements (December 2022)

4. Eligible bidders

- 4.1. A bidder, and all parties constituting the bidder, must satisfy all the requirements as set in RFP.
- 4.2. A bidder, and all parties constituting the bidder, must provide all administrative documents (Valid clearance RRA certificate, Valid Contribution RSSB certificate, Valid good standing certificate, Company registration certificate RDB, VAT Certificate, Joint Venture Agreement (if any)) to perform the mentioned works in Rwanda.
- 4.3. A bidder who RPPA blacklists will also be disqualified, and his/her offer will be rejected.
- 4.4. Any bidder who forges a document will be immediately disqualified.

5. Qualifications of the bidder

- 5.1 This document invites all qualified bidders to participate in protection of Nyakagera water source and provision of wash facilities at Kirehe DH in Kirehe District.
- 5.2 Bidders are required to provide the quotation in provided excel format with all administrative documents perform the mentioned works in Rwanda.



6. Bids per bidder:

Note that this tender has one lot, which consists of protection of Nyakagera water source and provision of wash facilities at Kirehe DH in Kirehe District.

7. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of his/her bid, and the PE shall in no case be responsible or liable for those costs.

8. Site Visit

At the bidder's responsibility and risk, the bidder must visit and examine the site of works and its surroundings and obtain all the information necessary for preparing the bid and entering a contract for construction supply and installation works. The costs of visiting the site shall be at the bidder's own expense.

The site visit is planned on 17th July 2025 at 10:00 am at Kirehe District Office.

B Bidding documents

1. Clarification of bidding documents

A prospective bidder requiring any clarification of the bidding documents may notify the PE in writing at the PE's address. The PE shall respond to any request for clarification received earlier than four (4) days before the deadline for submission of bids. Copies of the PE's response shall be forwarded to all firms that attended the site visit, including a description of the inquiry, but without identifying its source. Any request for clarification should be sent to rwprocurement@waterforpeople.org

2. Amendments to bidding documents

- a) Before the deadline for submission of bids, the PE may modify the bidding documents by issuing addenda.
- b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all bidders. Prospective bidders shall acknowledge receipt of each addendum in writing to the PE.
- c) The PE may extend the deadline for submission of tenders to give bidders sufficient time to consider modifications when preparing their tenders.

C Preparation of bids

1. Language of bids

All documents related to the bid shall be in the English language.



2. Bid Validity

Bids shall remain valid for 120 days. **However**, in exceptional circumstances, the PE may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.

3. Format and signing of the bid.

- a. All forms and documents must be signed and stamped by the bidders. All bids will be submitted online through email at rwprocurement@waterforpeople.org. No hard copies will be accepted. The quotation with filled BoQ should be protected by a password.
- b. Detailed tender documents will be obtained from the link embedded in the tender advert. All bidders will be required to respond to all criteria highlighted in the evaluation criteria and data sheet and attach all valid mandatory administrative documents, proof of financial capacity, equipment, as well as key personnel.

4. Deadline for Submission of Bids

The deadline to submit bids is **22nd July 2025**. No late bid will be allowed. In case there is a challenge, bidders are allowed to request support in the emails highlighted in the tender advert.

5. Late bids

Late submission of bids will not be accepted by Water For People.

6. Withdrawal, Substitution, and Modification of Bids

Bidders can withdraw, substitute, or modify their bids before the closing of the bid period. No modification can be made after closing the bids.

7. Bid Opening and Evaluation

Quotations will be considered only for bidders with successful administrative documents. Bids will be evaluated by the PE and the results will be communicated to bidders via emails from rwprocurement@waterforpeople.org

8. Confidentiality

No information concerning checking, explanation, opinion, comparison of tenders and recommendations concerning the contract award, will be disclosed to bidders or any other person not officially involved in the process until the name of the successful bidders has been announced. Any attempt by a bidder to contact any member of the Evaluation committee directly or indirectly during the evaluation period will be automatically disqualified.

9. Clarification of bids

To assist in the examination, evaluation, and comparison of bids, PE may, at its discretion, ask any bidder for clarification of the bid through email.



10. Examination of bids and determination of responsiveness

Before the detailed evaluation of bids, the evaluation committee shall determine whether each bid meets the eligibility criteria defined in the evaluation criteria questionnaire. If a bid is not substantially responsive, it shall be rejected by the evaluation committee and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

11. Correction of Errors

The BoQs in Excel will have formulas and be protected. Therefore, the bidders must fill in only their unit prices, therefore the successful bidder will be awarded the submitted amount in his or her bid offer. The correction of errors will not be applicable. Whoever changes, duplicates, or changes the format or the formulas in the BoQ will be disqualified.

12. Evaluation and comparison of bids

1. The evaluation team will compare all bids by financial offer.
2. The PE reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers and other factors that are more than the requirements of the bidding documents or otherwise result in unsolicited benefits for the PE shall not be considered in bid evaluation.
3. The estimated effect of any price adjustment conditions, during the period of implementation of the contract, shall not be considered in the bid evaluation.

13. Procurement Entity's Right to accept any bid and to reject any or all bids.

1. Water For People reserves the right to cancel the entire procurement process without incurring any liability whatsoever.
2. Water For People reserves the right to amend any segment of the RFP before the announcement of selected candidates.
3. Water For People also reserves the right to remove one or more of the services from consideration for this contract should the evaluation show that it is in WFP's best interest to do so.
4. Water For People also may, at its discretion, issue a separate contract for any service or group of services included in this RFP. Water For People may negotiate a compensation package and additional provisions to the contract awarded under this RFP.
5. Water For People reserves the right to debrief the applicants after the completion of the process due to the expected high volume of applications to avoid the compromise of the process.



14. Currency for Bid Evaluation

Bids shall be evaluated as quoted in Rwandan Francs.

15. Notification of Award and Signing of Agreement

Before the expiry of the bid validity period and after the evaluation of bidders, the PE shall simultaneously notify the successful and unsuccessful bidders of the provisional outcome of the bid evaluation.

The notification must specify that the major elements of the procurement process may be made available to bidders upon request, and they have seven (7) days to complain, if any, before a contract is signed with the successful bidder.

16. Advance Payment and Security

No advance payments will be made. The contractor shall submit invoices after each phase is completed.

SECTION II: EVALUATION CRITERIA

1. All mandatory administrative documents must be submitted without exception.
2. The lowest responsive bidder in the financial evaluation will be selected for the contract award.

I. Administrative documents

Note: Ensure that all the listed documents below are submitted. To qualify for the evaluation, bidders must provide all mandatory documents.

Descriptions	Mandatory (Major) required to be qualified for technical evaluation	Needed but Minor
Valid clearance RRA certificate	✓	
Valid Contribution RSSB certificate	✓	
Valid good standing certificate	✓	
Full Company registration certificate RDB	✓	
VAT Certificate	✓	
Valid Credit line from a recognized financial institution equivalent or above to 40,000,000 Rwf in Rwandan francs	✓	
Site visit proof	✓	
Bid Submission Letter		✓
Presence in public opening session	✓	
Joint Venture Agreement (if any)	✓	

II. Technical evaluation /100pts

II.1. Key personnel /28pts

Key personnel	Required qualification/ Work experience (Attach evidence)	Marks
1. Project Manager	Bachelor's degree in civil/ water engineering.	/10pts
	10 years of experience and above on related task	10
	Between 6-10 years of experience in a related task	8
	Below 6 years or missing required document.	0
2. Environmentalist	Bachelor's degree in environmental science or related field.	/5pts
	5 years of experience and above on related task	5
	Between 3-5 years of experience in a related task	4
	Below 3 years or missing required document.	0
3. Site Engineer	Bachelor's degree in civil engineering	/5pts
	5 years of experience and above on related task	5
	Between 3-5 years of experience in a related task	4
	Below 3 years or missing required document	0

4. Site Foreman (2 persons)	A1 or Ao in a relevant technical field	/5pts
	5 years of experience and above on related task	5
	Between 3-5 years of experience in a related task	4
	Between 1-3 years of experience in a related task	1
	Below 1 year or missing required document (CV/Academic certificate/ Practicing certificate)	0
5. Plumber	Having a certificate from WDA or a recognized company/institutions	/3pts
	5 years of experience and above on related task	3
	Between 2-5 years of experience in a related task	1
	Below 2 years or missing required document (CV/Academic certificate/ Practicing certificate)	0

Notes:

1. All key personnel except the plumber must be members of the relevant professional organ such as the Institute of Engineers Rwanda (IER) with valid certificates for engineers and RAPEAP as lead expert for environmentalist. Any missing certificate from any of the staff shall lead to disqualification.
2. All key staff will present an updated Curriculum Vitae duly signed by the staff himself/herself with evidence and a diploma.
3. For all the staff to be provided in the proposal, only experience(s) with a copy of certificate of good completion will be considered.
4. Statement of exclusivity and availability for each staff (mandatory, failure to submit this will lead to zero points based on the score set).
5. The key personnel must show valid and notified copies of the required documents.

II.2. Proof of company working experience in the field /35pts

II.2.1	Submission of contracts supported by Certificates of good completion of works in the last 3 years or provisional handover not older than 1 year or 12 months.	/50pts
	Submission of three (3) certificates of good completion or provisional handovers in construction or rehabilitation works of water supply systems with a budget equal to or above 50,000,000 FRW.	50
	Submission of Two (2) certificates of good completion or provisional handover in construction or rehabilitation works of water supply systems with a budget equal to or above 50,000,000 FRW.	40
	Failure to submit at least two (2) certificates of good completion or provisional handover in construction or rehabilitation works of water supply systems with a budget equal to or above 50,000,000 FRW.	0

II.3 Schedule of contractor's equipment relevant to the project /22pts

Note: Only the proof of possession.

	Equipment	Marks
1	One pickup or jeep.	10
2	One Concrete mixer.	5
3	Pipe welding machine	5
4	One DGPS.	2

III. Financial evaluation

To qualify for financial evaluation, bidders must meet the following criteria:

1. All mandatory administrative documents must be submitted without exception.
2. The bidder must attain a minimum score of 80% for each of the technical evaluation marks scoring sections: Key personnel; Work experience; and Equipment.
3. The bidder must achieve a minimum aggregate score of 80% in the technical evaluation.
4. The marks obtained during the technical evaluation will not impact the financial evaluation.

The lowest responsive bidder in the financial evaluation will be selected for the award.

SECTION III. BID DATA SHEET (BDS)

A. General
"Client/ Procuring Entity" means the agency with which the selected contractor signs the Contract for the Services.
The Procuring Entity is Water For People also defined as a client in the present contract.
The Works are " PROTECTION OF NYAKAGERA WATER SOURCE AND IMPROVEMENT OF WASH FACILITIES AT KIREHE HOSPITAL IN KIREHE DISTRICT. "
The expected date of completion of the Works is 2 months calendar after the date of signature of the contract and receipt of the service order.
The list of firms debarred from participating in this project is available on the website of the Rwanda Public Procurement Office www.rppa.gov.rw .
The information required from bidders is modified as follows: none .
The ceiling for subcontractor's participation is: not allowed .
The qualification data required from bidders are modified as follows: none .

Documents submitted by the bidder:

- A. Administrative documents.
- B. Planning and execution of work within realistic timelines (presented in the form of the Gantt chart).
- C. Financial offers (quotation).
- D. The site visit is mandatory, and the delegated member of the company shall be the project manager or site engineer.

The Procuring Entity will examine the bids based on the administrative documents and quotation to determine whether they are complete. Any bid containing miscalculations or calculation errors will be rejected.

Subcontractors' experience and resources **shall not** be considered.

The Procuring Entity address for clarification is: «**Water For People, Procurement Office** », **KG 7 Ave; House #41, Kigali, Rwanda, rwanda.waterforpeople.org**

B. Preparation of bids

The language of the bid is English.

Any additional materials required to be completed and submitted by the bidders are “none”.

The contract “is not” subject to price adjustment.

Bidders “are not” required to substantiate the rates and prices.

The bids shall be valid for 120 Days.

Bid variants: NA

The number of copies of the bid to be completed and returned: NA

C. Submission of bids

The warning should read NA.

Bids must be submitted only via rwprocurement@waterforpeople.org no later than 22 July 2025. The quotation must be protected in Excel format and its password must be presented by the bidder.

D. Bid Opening and Evaluation

Bids will be opened in public session on **24 July 2025** at 12 AM at Water For People's office and will be evaluated by the PE. The presence of all bidders in the opening session is mandatory. Results will be communicated to bidders via official email once the evaluation is completed.

E. Award of contract

The Standard Form of Performance Security acceptable to the PE shall be only a Bank Guarantee from a recognized bank. The Performance security is equal to 10% of the contract amount and will be released after the successful final handover of the works.

[A Bank Guarantee shall be unconditional (on first demand).

The Intended Completion Date is **Two (2) months**.

SECTION IV: TECHNICAL SPECIFICATIONS & PERFORMANCE REQUIREMENTS

1. INTRODUCTION

This section lays out the technical specifications for the supply and installation of the equipment of this invitation to tender. The numbers that are used in this document refer to the numbering used in the unit prices slip and in the bill of quantities.

Reference is generally made to European (EN) and International (ISO) standards. As some standards have yet to be converted to European (EN) or International (ISO) standards, it is sometimes needed to refer to the producer countries' standards, such as the Belgian (NBN), French (NF), or German (DIN) ones. In the event of other standards being used, the bidder shall provide certificates proving that the very standards are equivalent or superior to those referred to in this tender document.

Responsibility of the contractor/ supplier for the materials to be used while implementing water supply systems

Standards and specifications

Standards for materials used to construct water systems are sets of rules that outline specification of dimensions, design of operation, materials, and performance, or describe the quality of materials, products, or systems. The Standards should cover the performance expectations of the product for particular applications, as well as, in the case of drinking-water contact, the chemicals that may leach from the product into the water.

As Water For People is a global organization with a national office, the products procured need to follow both the national and international Standards.

Responsibility of the contractor/supplier

The supplier is responsible for the quality assurance of all goods and services delivered. The supplier must:

Be registered and certified by appropriate International, Regional, or National Standards Authority to procure WASH system rehabilitation products.

Ensure that the quality and sustainability of rehabilitation materials (such as metals, polymers, brass, and alloy materials used to manufacture goods and products) delivered to Water For People WASH Projects meet the required standards.

Check all technical and quality specifications of the goods and services supplied to ensure they meet the standards.

Provide evidence of quality by providing documentation, analysis, or certifications showing the compliance of the suggested goods and services requested by the WASH project.

Ensure that the quality of the product is known and controlled.

Global standard

Globally, various organizations have worked in partnership with other stakeholders to set guidelines and standards for products and services. Most widely known are the International Organization for Standardization (ISO) and the National Sanitation Foundation (NSF).

There are two types of materials available for water pipework systems: metallic and non-metallic materials. Of these, the most used materials for drinking-water supply piping are stainless steel, copper, polybutylene, unplasticized polyvinylchloride (uPVC), chlorinated polyvinylchloride (CPVC) and polyethylene (PE). Materials that are mostly used for Water For People in water systems rehabilitation can be grouped as follows:

Wells and associated plumbing products: (Hand pumps, pipes, riser pipes, connecting rods, etc.). These come in metallic and non-metallic

Plumbing materials used for surface-piped water systems – pipes and pumps for mechanized water systems, including water storage tanks. These come in metallic and non-metallic

Drilling Fluids (both natural and artificial)

Gravel Pack for rehabilitation wells

Cement

International bodies that are accredited to offer certification to wetted contact material safety Standards include, the American Society of Sanitary Engineering (ASSE International), NSF International, CSA Group, International Code Council (ICC), Underwriters Laboratory (UL), Water Quality Association (WQA), International Association of Plumbing and Mechanical Officials (IAPMO) and ALS Trusdail. For the performance of water system products, ASTM International (formerly known as the American Society for Testing and Materials) has Standards that cover these areas. Other bodies have been accredited which is determined by product type. The International Plumbing Code (IPC)), IAPMO – UPC, and National Plumbing Code of Canada (NRC Codes of Canada) have developed plumbing codes, which are also useful to refer to when procuring and installing water system products.

The International Organization for Standardization (ISO) is an independent, non-governmental international organization with membership of 164 national standards bodies. The American National Standards Institute (ANSI) has granted accreditation to NSF to develop Standards.

The products and rehabilitation/ Construction materials that meet the requirements of the international and national certification bodies are awarded certification marks and seals of approval. The standards applied to the rehabilitation/ construction materials include:

PIPES

NSF/ANSI 61 - Pipes and fittings, valves and coatings water meters, faucets and filters

NSF/ANSI 14 - Large diameter pipes, fittings, drain, vent pipes, liners, waste, plastic piping system components and related materials

Unplasticized Poly (Vinyl Chloride) (PVC-U) - This applies to pipes used to complete wells and plastic pipes used to pipe water and Afridev pumps.

ISO 1452-1:2009 - Plastics Piping Systems for Water Supply and Buried And above-Ground Drainage And Sewerage Under Pressure - Unplasticized Poly (Vinyl Chloride) (PVC-U) - Part 1: General

ISO 1452-2:2009 - Plastic piping systems for water supply and buried and above-ground drainage and sewerage under pressure — Unplasticized poly (vinyl chloride) (PVC-U) — Part 2: Pipes

ISO 1452-3:2009 - Plastics Piping Systems for Water Supply and Buried And above-Ground Drainage And Sewerage Under Pressure - Unplasticized Poly (Vinyl Chloride) (PVC-U) - Part 3: Fittings

ISO 1452-4:2009 - Plastics Piping Systems for Water Supply And For Buried And above-Ground Drainage And Sewerage Under Pressure - Unplasticized Poly (Vinyl Chloride) (PVC-U) - Part 4: Valves

PE Pipes

ISO 4427-1:2019 - Plastics piping systems for water supply and drainage and sewerage under pressure — Polyethylene (PE) — Part 1: General

ISO 11298-2:2018 - Plastics piping systems for renovation of underground water supply networks — Part 2: Lining with continuous pipes

ISO 4427-3:2019 - Plastics piping systems for water supply, and drainage and sewerage under pressure — Polyethylene (PE) — Part 3: Fittings

ISO 4427-5:2019 - Plastics piping systems for water supply, and for drainage and sewerage under pressure — Polyethylene (PE) — Part 5: Fitness for the system

QUALITY RECORDS

The contractor/ Supplier is responsible for providing the following records for each product and service supplied:

1. The manufacturer references
2. Certificates of analysis
3. Certificates of conformity with the specification
4. Results of the laboratory analysis test for Quality
5. Specified composition on the label

The metric measurement units are used except for the pipes and bolted objects in which case the diameter is generally measured in inches.

The last chapter deals with special technical requirements.

2. GENERAL REQUIREMENTS

1. Works program

1. General program

Within 7 days from the contract signature, the contractor shall submit the general works program to the control office, indicating the location of the works and the area needed for the works facilities

as well as the needs in terms of equipment and staff for each type of work. The contractor will set the works program according to these indications.

2. Monthly program

From reception by the contractor of the instruction to start the works, the contractor shall set the detailed works programs, for each month, and shall hand those into the control office.

The general and monthly programs will then be permanently kept up to date indicating delays and advances from the initial program. In the event of a delay from what had been forecast, the contractor shall justify the measures he took to suppress its consequences.

3. Maximum deadline for implementation

The maximum deadline for works implementation, from the date of instruction to begin the works is set to 6 months. This timeline includes the rainy season and is in calendar days.

4. Documents update and final plans

Complementary to all the drawings he will be provided with, the contractor shall sketch or have sketched all the details drawings or production plans of the special works needed for the works to be carried out.

These drawings, which may include calculations and bills of quantities, will be submitted to the engineer for approval.

The engineer shall not be accountable for the calculation notes and reinforcement drawings, including steel specifications, provided in the sample plans. If he wishes, the contractor may touch up these drawings.

5. Public domain use

The contractor will take care in the name of the client to get the police permits and licenses to use the public road necessary for the works to be carried out. In the event of an excavation coming across a network of electric lines, transmission of power, lighting, telegraph, or telephone, the contractor will, under his responsibility, comply with the instructions received from the Companies or Administrations running those networks.

The contractor shall get in touch with the competent authorities to get, in due time, the permits that might be needed for the use of heavy works vehicles (lorries, etc.) on rural tracks or local roads; he remains responsible for any damage or possible prosecution. In this regard, the contractor shall have a schedule of the condition of the roads and tracks carried out before the beginning and after the completion of the works, in the presence of the competent authorities. He/she will directly settle the compensation he/she might request for this matter, and the cost therefore is included in the price.

3. Area of works

The contractor will be informed by the engineer of the area needed for the work. If needed, the contractor will be freely allowed to use the lands owned by the client for work purposes. All the lands he will occupy for his facilities and for the deposit of materials that are not owned by the client will be used, acquired, or rented temporarily, and the corresponding expenditure will be fully payable by the contractor.

4. Site restoration

No later than one month after the provisional acceptance, the contractor shall proceed, at his own cost do the removal of all the equipment clearing the site. In the event of a delay from the contractor, these operations shall be carried out at his expense as of right, after due notice by simple order of the client. The site restoration report should be included in the final report.

5. Inspection document

Fifteen days before the date of provisional acceptance, the contractor shall provide five hard copies and one electronic version of the post-completion drawings relative to the implemented works.

3. ORIGIN OF MATERIALS AND SUPPLIES

1. Origin of materials

The origin of materials and products involved in the works (cement, sand, gravels, bricks, quarry stones, wood, sheet metal, ladders, catches) is to be submitted to the technical team made of Water For People, District engineers, and supervising firm for approval. In this regard, the contractor shall indicate the origin and production place of these materials and products as well as the quality test results of the materials.

It is the contractor's responsibility, who in any event shall be liable to the Client, to ensure the producers that their products comply with the requirements detailed in the contract.

2. Product delivery

The products needed for works implementation (pipes and hydraulic accessories: sluices, vents, taps, etc.) will be taken to the works site by the contractor. The price of the products includes the delivery, storage, and monitoring of the products.

4. PREPARATORY WORK

1. Site installation

The contractor shall build for each network or group of networks a service building. The contractor shall be allowed to use it as a works office and storage area for the whole duration of the works.

The building will be built on a place that will be put at the contractor's disposal by the district. The place, with an approximate surface of 300 m² will be prepared and fenced. A description of the building and fencing materials is provided in section VII.

This building will be put back into mint condition by works acceptance.

The contractor is to mount yard boards in a visible place, bearing the following indications: contracting authority, deputy controller of works, name of the project, project administrator, sources of finances, engineer, and contractor. Before its mounting, the format of the board will be approved by the project manager and the engineer.

Moreover, before being able to be paid 80% of the services of site installation (price n° ...) for the batch considered, outside the office building, the contractor will have to prove that it made at least the following provisions:

Installation of a provisional office building on site, with connection to a water provider (or disposal of a tank minimum 1000 liters capacity) and electricity (or failing this a power generating unit of 5 KVA minimum),

Installation of a place of storage closed and kept for the supplies and cement,

Installation of the panel of the building site,

Placed at the disposal of the building sites of the batch concerned of the material requested from BDS IS 5.5 (c), that is to say:

A truck bucket of 15 tons

A vehicle of connection

A concrete-mixer

A vibrator for concrete

The equipment and tools specific for the assembly of the pipes and accessories

Pump and material for testing the pipes

The 20% remaining will be paid after the fold and the repairing of all the sites of the batch considered as indicated in § 6.

2. Organization and superintendence of the works

The contractor shall provide and install, at his expense and under his/her sole responsibility, the scaffolding and any other device needed for the whole implementation of the works.

He/she shall permanently hold a works diary on the works site, at the disposal of the engineer and the project manager. This diary will compile all the observations and the instructions prescribed in the field. Before being used, the type of diary will be approved by the project manager.

She/he shall bear the expenses linked to the installation and use of his material without claiming any compensation, except in an event of duly justified force majeure.

Access to the whole works area shall be forbidden to the public. Outside and inside the works area, the contractor shall take all the necessary measures to:

Obtain the license to use the public roads for works,

Ensure free access to neighboring residents,

Ensure traffic security. To this end, excavations will, where appropriate, be surrounded by solid barriers,

He/she shall particularly implement, at his expense and under his responsibility, all the provisional works and necessary diversions and shall ensure proper road signaling and supervision according to the regulation in force,

Ensure the passing of vehicles, unless in the event of absolute impossibility,

Ensure the free outflow of wastewater (rainwater or other)

Preserve from any damage the surrounding works, those of the public road such as electric lines, pipes, and any type of cable found in the land,

Keep working order, for the whole duration of the work the existing cables, pipes, and installations.

For all the works being implemented, in any regard, the contractor shall be entirely responsible for accidents, damage, or any loss that might be caused as a result of a lack of precaution or an error caused by his or her workers or employees, staff, equipment, work, to citizens on the public road, passers-by or neighboring residents and their possessions and to any person.

The contractor shall also be held responsible for the cables, pipes, and any other works found on the land. She/he shall respect them and have them repaired should he damage them and pay for the possible compensation she/he should be requested for service failure of accidents and in a general way, deal with all the complaints issued by public services or private persons.

The contractor shall eventually be responsible for the damage that could arise to neighboring buildings. Where necessary, bailiffs' reports over the condition of such buildings, before and after the works, will be done at his expense, as will the repairs of the damage caused, irrespective of their cost. He/she will deal with any complaint in this regard.

It is expressly stipulated that for everything regarding the above-mentioned points, the client, engineer, and their agents are exempted from any responsibility. It will be considered that the prices proposed by the contractor in his bid implicitly include all the accessory costs, expenses, and consequences caused by anything resulting from the implementation of the works referred to. The obligations mentioned above will under no circumstances lead to compensation.

3. Staking and Implantation

Before the beginning of the works, the contractor is to carry out herself/himself and under her/his sole responsibility the staking of the works. This operation will be carried out in the presence of the engineer or his representative. Before that, the contractor will have surveyed the field and will have checked that the information presented on the plans relative to the land inspection is correct.

The contractor will, at his expense, mark on the site, the reference implantation points. After carrying out the general staking, the contractor will make the final leveling. He/she will put as many dimensioned markers around the layout as necessary for the proper execution of the work.

The contractor will have to look after the protection of those points, to restore them or replace them in case of need, either at their initial location or moving them if requested by the progression of the works, but referencing any modification that was made. The contractor will let any check requested by the engineer be carried out at his/her expense and will hold all the necessary topographic equipment and skilled staff at the engineer's disposal.

4. Specifications of the Supplies

The supplies will be transported and stored by the company until they are installed. In the event of supplies not being installed, these will be handed to the Client by the acceptance of the works. The pipes transported in 20-foot containers will have an overall length of 5.80 meters. The bidder will take this into account in her/his calculations.

All the products must be checked by the producer regularly according to the quality requirements of the European standards (EN), or equivalent, and the ISO 9002 prescriptions. They might be inspected in the factory by a control body appointed by the project manager. Should that be the case, the expenses linked to those checks will be at the contractor's expense (fees, transport, accommodation, journey expenses).

The prices indicated are those of the work supplies, including storage monitoring, excavation, backfilling, and laying out in trenches including finishing and cleaning and all accruals.

Assembly parts

The materials and parts necessary for the assembly of the pipes accessories and hydraulic devices will be delivered in sufficient quantity by the provider. The price of these goods is included in the price of the pipes and accessories. It consists of, but is not limited to:

Stripping compound for HDPE pipes
Adhesive bonding for HDPE pipes

Dope for easy jointing of HDPE pipes

Lip seals for jointed HDPE pipes, 10% extra parts of each diameter will be delivered

Yarn and sealing compound for bolted galvanized steel joints

Welding rod for assembly of tubes and iron parts, including the necessary rust protection products

Flat gaskets for flanged jointing, 10% extra parts of each diameter will be delivered

Bolts, swivels, and cadmium-plated steel washers are needed for flanged assembly, 10% extra parts of each diameter will be delivered.

Any other material needed for assembly, in sufficient quantity

The provider will hand to the project manager the calculations of the quantities for all the goods for approval before packing them and sending them out for delivery. These goods will be approved like any item being supplied under the contract. Furthermore, the provision and temporary approval of a set of spare parts will create a buffer stock. The equipment will be paid according to the price of the supplies.

For information purposes, this stock will include no less than:

Pipes of every dimension and type used on the network, at the rate of 1% of the lengths being installed, rounded up to the next number of pipes,

Wet connections with valves and valve boxes (one of each type being used),

3 water meters for drinking fountains

10 faucets

Yarn and sealing compound for bolted galvanized steel joints, equivalent to a hundred 1" joints

A set of elbows, tees, steel coupling, and cast-iron join parts according to the equipment being installed in the network, with corresponding sealing, screws, and bolts

5.1 Pipes and HDPE parts

Pipes and couplings will be made of HDPE (High-Density Polyethylene Pipes). They comply with HDPE pipe and fittings Standard Specification ASTM D 3350 and EN 12201, BS 12201.

They are defined by their external nominal diameter (ED) in millimeters and by their maximal pressure in service (PN) expressed in bars: PN 10, 16 and 25.

They are made for adhesive bonding for interlocking diameters inferior to 63 mm ($ED < 63$) and for elastomeric seal coupling for interlocking diameters superior or equal to 63 mm ($ED \geq 63$).

Seals and dope necessary for the assembly are part of the supplies. They will be delivered according to the quantities foreseen by the provider (evidence) and increased by 20%.

The measurement unit is the meter of pipe, measured in effective length (without the jointing part).

5.2 HDPE pipes for adhesive jointing

The pipes comply with the quality requirements of the European standard EN 12201. They are dark with colored lines.

All the pipes with external diameters inferior to 63 mm are for male and female joints (adhesive jointing). They are part of the series 10 (PN10) or 6,3 (PN 16).

Their joining is made by adhesive bonding.

5.3 HDPE pipes to be joined

Pipes with an external diameter superior to or equal to 63 mm are push-fit fittings. Joints are made with lip seals for underground work. Resistance to pressure of pipes and joints is identical.

All the products must be checked by the producer regularly according to the quality requirements of ISO1167-1:2006.

5.4 HDPE parts for adhesive bonding

For diameters inferior to ED 63, coupling parts are of HDPE for adhesive bonding. They comply with standard ISO 1167-1:2006, ASTM F1962, and AWWA M55.

5.5 Cast-iron parts for push fittings

For diameters superior or equal to ED 63, coupling parts are made of cast iron and are fully compliant with standard ISO 2531-1979.

They are made of ductile cast-iron lined (internal and external) resin coating. The provider will give the same warranties as for pipes. Assembly using threads or flared nipples is forbidden. The diameter of the parts is defined as the main diameter of the part with the largest diameter of the reduction.

All the parts are of the pressure type PN 16.

5.6 Steel and cast-iron pipes

5.6.1 Galvanized steel pipes

The pipes and joints must comply with the standards in force. The tubes are welded with continuous welds, either lengthwise or helix-wise.

The pipes will be pressure tested in the factory. Unless otherwise stated, this test will be done with such pressure that the hoop stress induced will not go over 50% of the minimal breaking strength. These tests will be done systematically, and the contractor shall provide all the factory certificates. Seamless pipes are made by hot-rolling.

All fittings (elbows, tees, etc.) will be manufactured in a factory. For special pieces, final assembling and adjustment will be done with prefabricated parts manufactured in a factory. For special pieces, final assembling and adjustment will be done with prefabricated parts manufactured in a factory.

All the fittings and couplings will be lined in a factory or on the work site with internal and external coatings or additional coating with protection property equivalent to that of the pipes they are coupled with.

5.6.2 Cast-iron pipes

Pipes are made with ductile cast iron with unlocked lip-seal fitting. Their production complies with standard ISO 9001 NCN EN 545 and ISO 2531. CAST IRON MUST BE THE TURKEY TYPE. They are 6m long and are lined internally with centrifugal cement mortar. External protection will consist of a layer of epoxy resin.

5.6.3 Threaded parts for galvanized steel parts

Coupling parts are made of malleable iron for screw joints. They are fully compliant with standard ISO 49-1983. The diameter of the parts is defined as the main diameter of the tee or by the largest diameter of the reduction.

5.7 Taps and accessories

Taps parts for the network and works installation will be supplied with cadmium-plated bolts and swivels in sufficient quantity for assembly, including their soft seals. 10% extra parts (bolts, swivels, and seals) will be supplied.

5.7.1 Gate-valves

Gate valves will be made of cast iron with bolted bonnet and flanged ends, short type. They comply with standard ISO 5996-1984. They will close clockwise. The frame will be made of cast iron, with an epoxy paint interior lining with straight-through flow with no inserted valve seat.

The core part of the lid will be cast iron with vulcanized synthetic rubber molding. The one-piece screw will be stainless steel with a cold molded knuckle thread. Superior water tightness is made with thoracic collars. The flanges are drilled GN 10. All the gate valves are of the PN 16 pressure type.

The valves are delivered with separate stem adapters and operation wheels. Furthermore, three plug valve wrenches will be delivered for each network or group of networks.

5.7.2 Ball valves

Cast-iron valve body, rubber-covered shut-off, stainless steel float. They must be designed to maintain maximum levels in the reservoir. No element of the float arm will come above the valve body. For 1" equipment, the ball valve will be made of copper alloy with a tapped inlet port.

5.7.3 Flow limiters

The flow limiters are made with a flexible rubber diaphragm. This diaphragm is calibrated and is laid on a metallic circle seat with a divergent section downstream.

Bores 20, 30, and 40 mm are hexagonal and have tapped inlet port and threaded outlet port (series 3380)

Bores 50, 60, 80, and 100 mm are circles that are to be inserted between two flanges (series 3390).

5.7.4 Non-return valves

Cast-iron body, the hinged disc lies on a beveled seat allowing free flow when fully open. The shut-off must be designed to ensure full water tightness at low backpressure and silent working.

5.7.5 Strainers

Strainers are made of cast iron with cast-iron saddle flanges.

For 1" materials, the strainer is made of stainless steel with a tapped inlet port made of synthetic material to avoid any dielectric phenomenon between stainless steel and galvanized steel.

6. Network security equipment

6.1 Vents

The body is made of cast iron, making up a tank with a connection flange at the bottom. It has a cast-iron bonnet with on the top part a calibrated device for air outlet. The float is spherical and made of a steel sheet body molded in elastomer. It moves vertically in the tank along the guide ribs. The vents tapped 3/4" are made of copper alloy.

6.2 Water meters

Connection meters

Drinking fountains, private or multiple connections, and metering points on the network pipes with a flow rate of up to 3 liters per second are equipped with single jet dry-dial meters, with pipe roll totalizer readers that can be set in any position.

These readers' ends are threaded. There is a shut-off valve upstream of the meters so that the meter and a filter can be dismantled. The drinking fountains and their connections which are exposed to a pressure superior to 5 bars are equipped with a pressure-reducing valve tuned for a maximal outlet pressure of 5 bars.

Network propeller flow meters

Propeller flow meters are spools with simple tangential helix. The assembly must be possible horizontally, vertically, and diagonally. The metering device is removable and identical for any diameter. It must be watertight and with magnetic transmission.

Before the beginning of the work, the contractor will hand to the project manager for approval, a draft list of those tools with technical information proving the quality of the equipment proposed.

7. Prescriptions for laying the pipes

7.1 Excavations

7.1.1 Width of works

The width at the contractor's disposal for laying the pipes is 1 m, however, due to local conditions (forest, habitations, roads...) this width might be reduced without compensation allowed to the contractor.

The district will be responsible for the expropriation and will control the necessity.

7.1.2 Works in a private property

Unless another agreement is reached between the contractor and the landowners of the lands, the workers and vehicles will only commute using a tract of land located to the sides of the work site. This track will not exceed 5m in width.

The contractor will be fully responsible for the damage caused inside and outside that area. Before the completion of the works, the condition of the ground will be restored and the fences that were taken off will be put back to their original condition.

Where appropriate, a site inspection will be carried out in the presence of the coordinator and the project manager.

7.1.3 Excavations

Trenches will be dug to the depth indicated in the long profile. Unless specifically specified by the engineer, the depth will be at least 0.80 m above the upper part of the pipe. Excavated soil will be sorted and laid along the trench so as not to be mixed or transported to a dumping area. If the trench is opened in a woody area, the area will be cleared, the trees will be cut, the stumps will be removed and every product will be put in a place approved by the engineer.

When masonry and rocks are met in the trench, they will be removed at least 0.20 m under the lower part of the pipe and replaced by soft soil. The width of the trench will be wide enough to make the work easy: lay the pipes and fittings, backfill, make the joints, etc. At the bottom, the width will

be at least equal to the external diameter of the pipe plus 0.20 m on each part, with a minimal overall width of 60 cm. If necessary, extra width will be dug locally to make easier the work on joints.

For structures and manholes, excavations will be done with an extra-width of 0.50 m taking into account the actual size of any structure.

The price for the excavations is paid according to the arrangements described above. No additional payment will be given to the contractor for additional unjustified excavation, given that the price in the bill of quantities is understood with all the timbering and sheeting, shoring, etc.

In flooded areas the max length of excavation which can stay open before backfilling is 100 m. Any extra unnecessary excavation of the trench will be carefully backfilled with successive layers the responsibility of the contractor. When implementing the excavation, the contractor will follow state-of-the-art procedures to ensure the good completion of the works. He/she will take care of the following:

provide any means for working in compact soil or rocks;
ensure the security of the staff: timbering and sheeting, shoring, draining (the water level of the aquifer will be maintained at least 0.20 m under the bottom of the trench;
systems to be developed to protect structures and wiring, pipes, etc.
Diversion, links of pipes, wiring, etc. met during the implementation of excavations.

Methods and means to be used are the responsibility of the contractor, but the engineer has the right to refuse anything that he would consider inappropriate or dangerous.

The contractor will stay responsible for any accident that may occur because of inappropriate timbering, sheeting, or drainage, to people or assets of the Client or third party.

All the excavation will be laid in such a way that it doesn't disturb the traffic. The responsibility of the contractor is engaged if any accident may occur on the works or nearby and caused by a deficiency of the contractor.

The excavation will be cleared in such a way that it will be free of any stones or plant debris. If necessary, a layer of excavated soil carefully cleared and screened if necessary, will be laid at the bottom of the excavation to serve as a laying bed. In case of excavation in hard ground and thus rocky, a layer of loose ground or sand will be laid to this end.

7.1.4 Types of Soil

Loose soil: excavation that can be carried out with a hoe or shovel without great difficulty (default soil, paid by the cubic meter effectively excavated down to a maximal depth of 1.5 meters.),

Uneven soil: soil with a hard or graveled surface that must be removed with a pickaxe and jumper bar, the surplus will be paid per m³,

Hard soil: soil mainly composed of hard rock that must be excavated using a jumper bar, sledgehammer, or even explosives; the surplus will be paid per m³.

7.1.5 Bracing and shoring

For trenches more than 2m deep, the contractor will have to shore the walls of the trench (semi-closed, closed, or double-walled cribbing) to avoid any landslides and protect the workers according to the regulations.

The final arrangements will be decided considering the nature of the ground, the action of the weather (rain), etc., the depth of the trench, and loads applied to the soil next to it (constructions, roads, deposit of heavy equipment/materials).

In case of creeping soil, the support will be closed or double-walled. The bracing and shoring will be removed as the trench is being backfilled or cement-filled, taking the hardening of the concretes and mortars into account.

This bracing and shoring can only be abandoned in the excavations with the agreement of the Engineer.

7.1.6 Excavation using mechanical engineering

It is not foreseen to use mechanical engineering for excavations, except compressors for hard and rocky soil demolition.

7.1.7 Drainage under the pipes and strengthening of the bottom of the trench

If the soil and the laying bed for the pipes and works must be strengthened because of unstable water-bearing soil and risks of scour by water, the contractor will follow state-of-the-art procedures to install the necessary drainage drains under the pipes or the works, all of which will be surrounded by a sufficient layer of gravels or filter material.

The engineer may also impose a cement-based sub-base to ensure accurate leveling or bottom slabs to strengthen the pipes in rather loose soil.

7.2 Laying the pipes

7.2.1 Pipes storage

Brutal unloading of the pipes is forbidden. A storage area will be foreseen by the works. It will consist of a leveled and flat ground or a wooden floor to avoid bending or damaging the pipes. In the event of pipes being stored for a long period or in very sunny conditions, the pipes will be protected from direct sunlight. Maximum stack height will be 1.5m unless otherwise stated by the engineer.

7.2.2 Handling of the pipes

The pipes will be handled very cautiously and according to the engineer's instructions.

The pipes are carefully laid on the ground or down the bottom of the trenches and rolling those on rocks or rocky ground will be avoided unless rolling tracks using bunks have been previously installed. Any pipe that would have fallen due to mishandling will be considered suspect and may only be laid after a double-check.

7.2.3 Pipe Inspection Before Installation

When being laid, the pipes will be checked inside and carefully freed of any foreign body that could be present. The contractor will be fully responsible for this check and will be accountable for any foreign body that would have been left in the pipe before it was put in operation. All the prescriptions above also apply to joints and accessories.

7.2.4 Cutting of pipes.

If necessary, the contractor will cut pipes. However, any precaution shall be taken to avoid it. The cut will be done with cut-off wheels or saws to achieve a clean cut. The pipe will always be cut on

the spigot side and the contractor will carefully take care that the new spigot end is smooth and produces a jointing with the next pipe as strong as a normal end.

7.2.6 Couplings

The pipes will be joined using adhesive bonding for HDPE pipes with diameters inferior to 63 mm and by elastomer or rubber seals for any other pipes. For galvanized steel pipes, the threaded ends of the pipes will be joined using threaded couplings for pipes up to 2" in diameter. Ductile cast-iron pipes with diameters of 63mm or more will be joined with express automatic joints and elastomer collars.

Before being installed, the male and female ends will be cleaned. They will be lubricated with an appropriate paste according to the provider's specifications. After the joint is assembled, there will remain longitudinal play inside the jointing between the male and female ends for extension and contraction of the pipes.

Generally speaking, the contractor will strictly follow the recommendations of the manufacturer for the installation of couplings. HDPE pipes and couplings will be assembled with special cast-iron parts using adapters that comply with ISO 3606 or equivalent standards. The installation of the coupling will be done in the trench.

7.2.7 Thrust and Anchor Blocks

Concrete thrust and anchor blocks may be built to avoid using self-anchored joints and to tackle the issue of pipes under pressure:

At each end of the pipes (blind flanges),

At each change of direction (elbow or curb),

At each diversion (tee).

The anchor blocks are determined by the soil reaction on their bearing surface using the following formula:

$$F = K \times P \times S$$

Where:

F is thrust

P is the testing pressure on the work site, in the bar

S is the surface of the section of pipe, expressed in cm²

K is a coefficient depending on the geometry of the element in question: 1.0 for a blind flange, 1.4 for a 90° elbow, 0.7 for a 45° elbow, and 0.4 for a 22° elbow, etc.

The anchors will leave the joints clear.

Strong point penstocks lay on steep slopes and for aerial sections the penstocks will be anchored in concrete blocks and laid on support blocks. These blocks will be installed behind the jointing of each pipe.

7.2.8 Hydraulic tests

After being laid, the pipes will be tested by section not exceeding 500 m. The joints in the sections in the trench will not be buried. The center of the pipes will also be cleared. The tests will be done in the presence of the engineer and a report including pictures will be done and signed by each party.

All the equipment for the tests (pump, meters, manometers, thrusts, etc.) will be provided by the contractor. All the systems put in place will have to be approved by the engineer.

Manometers will be precise in the appropriate measuring range and the gauges will have a diameter of no less than 15 cm. The pressure will be raised by 5 bars compared to the static pressure at the point of the test. The minimal testing pressure will thus be of at least 15 bars. The length of the test will be 2 hours during which the pressure shall not decrease more than 0.5 bar. While filling, the contractor will check the good working order of the vents.

The costs relating to the pressure tests are included in the "delivery and laying of pipes" prices.

7.2.9 Backfill of the trench

When tests are positive, the backfilling will be authorized by the engineer. Soft soil will be used. Excavation soils can be used as long as the stones and gravel are removed.

The backfilling will be done by layers not exceeding 0.20 m. The excess excavation will be leveled or evacuated following the instruction of the engineer.

Good drainage of runoff must be always effective. Gutters must be cleaned after backfilling. Backfill around structures wiring etc. will be especially careful.

The contractor is responsible until the final acceptance of any defect on the backfilling. She/he will ensure maintenance of the works if required by the project manager or the road administration.

7.2.10 Sterilization of the pipes

Before being put into service, the whole network will be sanitized using sodium or calcium hypochlorite or any other substance approved by the engineer according to the following prescriptions: before being sanitized the pipes will be cleaned with water amounting to three times the volume of the pipes. The disinfectant water must contain 30g of chlorine per m³ of water (in the case of sodium hypochlorite). During sterilization, taps and valves will be operated several times. After disinfection, the pipes will be flushed with at least twice their volume of water.

Disinfection time is 24 hours. The contractor will receive no compensation for disinfection. Its cost is included in the bill of quantities relative to "operation starting". Provisional acceptance will not take place before disinfection.

8. Prescriptions relative to civil engineering works

1. Foundations excavation

For dry or wet excavation, the contractor will be solely responsible for the stability of the slopes and for taking the necessary measures (sloping or shoring). In the event of dewatering, its cost will be payable to the contractor.

The contractor must ensure foundation land quality. Depending on the geophysical soil tests, modified foundation dimensions might be needed. Should that be the case he will submit foundation dimensions in a written proposal to the control office. He/she will not be able to make any claim in the event of faulty works stability if he submitted no written proposal to the control office. The surplus excavation will be deposited by the work site (200 m max.) with the engineer's approval.

2. Hydraulic binders

1. Origin and storage of the cement

All the cement will come from factories approved by the engineer and should be of class CPA 325. Approved cement will be delivered in 50 kg bags made of strengthened and waterproof paper. The contractor will have to provide the date of bagging of the cement. During delivery and transportation, the bags of cement are permanently protected against water and humidity. Cement bags will not be laid on the ground or in the open air, unless for a short period while loading and unloading, and only under favorable weather conditions. The delivery of cement is included in the bill of quantities.

On the work site, the bags of cement will be stored in a depot or warehouse that will be dry and away from draughts. The bags will be laid on wooden platforms. They will be bound with no space between them and will not lie against exterior walls. Storage of cement will under no circumstance exceed six (6) months after the date of manufacture. Dust shall not be reused.

2. Cement quality

Portland cement of class 325 (CPA 325) will be used. Any other type of cement will require the engineer's approval. The engineer may ask the contractor for the results of the manufacturer's inspection. The engineer will have the possibility to request that all the cement coming from a network or group of networks be delivered in one batch and submitted to tests in an accredited laboratory at the contractor's cost.

Should that be the case, three samples will be collected from a batch of a maximum of 10 tons. For the whole duration of the laboratory tests, the cement bags will be locked in a closed place. Only the engineer will have a key and it will be under the supervision and responsibility of the contractor. When the outcome of the test is issued, all the bags will be permanently marked and according to the results, either they will be allowed for use on the work site or they will be refused and removed.

The cement will have the following properties:

Initial set no earlier than after 3 hours, final set no later than after 6 hours,

Expansion to heat inferior to 3 mm,

Mechanical strength at 7 and 28 days.

If the chemical composition of the soil and water requires it, Portland cement might be replaced with a binder with guaranteed resistance to the identified weathering agents.

3. Admixtures

The use of admixtures will be submitted to the engineer for approval. Only approved admixtures shall be used. They will be used according to the product approval document, namely regarding the maximum dosing, precautions, and contra-indications.

3. Aggregates for mortars and concretes

1. Source and storage

The origin, use, and quality of the aggregates comply with international ISO standards. Sands and gravel will either be sourced from quarries or river beds. They will be used either naturally or crushed. They will be screened and might be washed at the request of the engineer. They will be free of any animal or plant debris.

The final decision will be down to the engineer depending on the outcome of the tests. This decision will have no impact on the price paid to the contractor for concretes and mortars. Aggregates from different categories will be stored separately to avoid mixing them. The layout of the storage areas will be done accordingly and particular care will be taken to avoid segregation during storage or resumption and prevent any accumulation of mud at the bottom.

In case of necessity, these storage areas will be drained and covered with a layer of concrete or black-top pavement to ensure that the site remains clean. No compensation or additional payment will be paid for this. The areas will require the engineer's approval.

2. Quality

Sands must comply with the following properties:

Natural sands will be screened with a 5 mm sieve so that they are cleared of large elements and unsuitable materials,

The sand equivalent will be no less than 75 %,

Grain size between $D < 5 \text{ mm}$ and $d > 0.1 \text{ mm}$ (undersize on D is less than 10%, oversize on d is less than 5%),

The proportion of solids will be less than 1%.

Natural and crushed gravels will have the following properties:

Los Angeles coefficient should be less than 35,

Oversize on the largest D diameter less than 10 %,

Undersize on $d < 5 \text{ mm}$ should be less than 5%,

The proportion of solids will be less than 1 %,

Gravels will have a regular shape, neither long nor flat. The percentage of flat and long admixture will be less than 15% of the total weight. Gravels of regular shape are described as follows:

Length should be no more than 3 times the width,

Length + width should be no more than 6 times the thickness.

The grain size of the admixture will be separated into sand (0/5) and two fractions of gravel. The grain size distribution curve will be decided according to the study of the concretes.

The grain size curves here are given for information purposes:

Sieve Opening	0/8	0/16	0/31,5
	undersize %	undersize %	undersize %
31,5			100 – 100
16,0		100 - 100	80 – 62
8,0	100 – 100	76 - 60	62 – 38
4,0	74 – 61	56 - 36	47 – 23
2,0	57 – 36	42 - 21	37 – 14
1,0	42 – 21	32 - 12	28 – 8
0,5	25 – 11	20 - 8	20 – 6
0,25	11 – 5	8 - 3	8 – 2

Special care will be taken to remove the materials that would have been altered in such a way that their mechanical, physical, or chemical resistance is reduced (kaolinization of aggregates from granite origin, for example)

The sieve and any aggregate control device will be put at the engineer's disposal by the contractor.

3. Mixing water

The water to be mixed with concrete will contain no more than 0.2% suspended load in weight and no more than 0.3 % dissolved load in weight. It will contain no organic matter, either suspended or dissolved. Doubtful water will be subject to chemical analysis. The cost of the analysis will be payable by the contractor.

4. Steel for reinforcement

1. Source and storage

Steel will be sourced from recognized and approved factories. Their delivery will be payable by the contractor. Upon the owner's request, the contractor will provide the certificates of origin and the factory or foundry test certificates.

The use of welded bars is strictly forbidden. There is no item for steel transportation on the bill of quantities. No particular remuneration is foreseen. Storage duration and condition of the steel will be submitted to the engineer for approval. Steel will be stored at least on a floor 0.3 m above ground level and protected from the rain. The different steel batches will be separated.

2. Quality

Reinforced concrete will be made with steels with the following characteristics:

High bond steel, minimum elasticity of 4 200 kg/cm², and tensile strength of 5 000 kg/cm². After a folding test of 180° by temperature of 20°C the metal will show no sign of tear according to the approval certificate and standard NBN A24-302. Folding and unfolding is forbidden.

Smoothed round reinforcing steel, minimum elasticity 2 200 kg/cm² and tensile strength 3 400 kg/cm². A 90° bend done cold must be possible without producing any tear in the metal.

The type of reinforcement mat must be approved.

3. Miscellaneous steel

Steel sheets, flat bars, extruded bars, and steel tubes will be made of soft non-brittle malleable steel, free of scales, scratches, cracks, snowflakes, or blow holes. The dimensions and quality will be compliant with the standards in force. Parts that require a layer of zinc protection will be hot dip galvanized. Zinc will not weigh less than 200 g per square meter (single side).

5. Masonry

1. Burnt bricks

Minimum tensile strength relative to the gross surface of the bricks will be:

Average minimum strength = 40 kg/ cm²

Minimum strength = 32 kg/ cm²

Bricks must be burnt in ovens approved by the engineer. After being unloaded, the bricks will be strictly checked. Improperly burnt bricks will be discarded as they soak up water and are less resistant.

Bricks of poor quality can be identified by the hollow sound they produce when they are hit. When hit, bricks of good quality make a clear sound and soak up very little water. The bricks will not show systematic flaws such as cracks, breaks, deformity, blistering, or tears.

2. Cement blocks

Cement blocks will have mechanical characteristics at least equal to those of bricks. The blocks will be made in metallic molds using approved release agents (drain oil is forbidden). They will be vibrated. They will be made under the monitoring of the engineer and possibly on the work site.

3. Stones

Besides bricks, different rocks (rubble) may be used for masonry. The proportion of bonding mortar for rubble remains the same as for masonry with baked bricks. The rubble must have no cracks, breaks, deformity, blistering, or tears. It will be hard and free of gangue or mud and will be clean. Rubble used for masonry and pitching will be at least 10 cm (ten) thick and have a tail of 20 cm (twenty). The quarries where the rubble is sourced must be visited and approved by the engineer.

6. Casing and Formwork

The casing will be made of timber wood or metal, mortar proof, and enough rigid to prevent deforming under the weight of concrete or any other stress inherent in construction.

The casing is built and maintained in such a way as to avoid twisting and dismantling when the wood is removed. The casing and formwork must be solid and will not be prone to slump. They will be drawn in such a way that the concrete complies with the appropriate dimension and outline. The study of the casing will take into account the effect of vibration of the concretes when they are put into place.

Before installing the formwork, ground resistance will be carefully checked. For visible surfaces, the casings will be made of surfaced lumber of regular thickness, with or without a sleeve, and will be of an approved type.

Unless otherwise stated in the drawings or unless another instruction is received from the engineer, all the apparent edges and corners in the concrete will be chamfer trimmed to 45 degrees with 2 cm on each side of the square.

The fasteners or metallic anchors inside the casing will be laid in such a way as to be removable to a depth of at least 5 cm from the surface without damaging the concrete. Should fasteners made of steel wires be allowed, as soon as the casing has been removed all the wires will be cut at minimum 1 cm from the face of the concrete with a chisel or pincers.

When the concrete is fresh, pincers will be mandatory. All the metallic fasteners will be of such type as to leave the smallest possible cavity after the fasteners have been removed. The cavities will be filled with cement mortar and the surface will be left in good and smooth condition. The color will be the same and uniform.

When or before the concrete is implemented, if the casings are not satisfying in any way, the engineer will instruct to stop the works until the flaws have been fixed.

When casings are being reused, their shape, strength, rigidity, tightness, and the smoothness of their surface must be ensured.

Wood that is out of shape or curved will be discarded. In the case of narrow walls where the bottom of the casing is not accessible, some play will be left to the planks at the bottom of the casing so that it is possible to move these planks to remove foreign matter just before placing the concrete.

All the casings will be oiled or water-soaked. The use of drain oil is strictly forbidden. For parts with visible faces, the casings will be treated with oil or varnish approved against concrete adhesion. No material that can adhere to concrete or that may fade will be used. The casings will be regularly sprayed with cold water to decrease concrete temperature.

The casing and shoring will be removed with the engineer's approval after the concrete has hardened enough for it to stand its own weight and external stress without damage. The casings will be removed after 72 hours for walls and 7 days for slabs provided that the concrete has 75 % of its strength at 28 days.

Out of plumb and alignment tolerance on a length of 2.5 m is 2 mm. Total out-of-plumb will not exceed 5 mm. Alignment tolerance between shells is 5 mm and flatness tolerance on a slab floor is 2 mm.

7. Shaping and placing of steel

Reinforcement steel will be shaped and cut according to the approved implementation drawings. The bending will be done mechanically and never hot to reach the foreseen bend radius. When being placed, the steel will be clean, and free of non-adherent rust, traces of mud, paint, grease, or any other harmful matter. They will be installed according to the implementation drawings. They will not be moved during concreting.

Steel stands, made of steel, mortar, or any other matter must be rigid and stable before and during concreting. Folding and unfolding high-bond steel in stock is forbidden.

Semi-hard and hard steel, deformed bars, or cold-worked steel will always be bent using a mandrel of the appropriate diameter, described in the table below, semi-hard and hard steel:

Nominal diameter of the bars [mm]		5	6	8	10	12	14	16	20	25
Minimum diameter of the mandrels [mm]	Pins and frames	25	30	40	60	80	No bending			
	Anchorage	50	60	80	100	120	140	160	200	
	Elbows				140	170	200	250	320	400

The lengths of restraint and overlap length stated on the plans will be strictly respected. Welding two crossing or following reinforcement parts is only allowed if the weld does not decrease the mechanical characteristics of the steel.

The undefined distance between reinforcement steel and the closest casing wall is 5 cm for walls in contact with water or in corrosive condition; it is 3 cm in other cases.

Reinforcement steel will be submitted for approval before concreting.

8. Concrete composition and strength

The following concretes will be used:

Type	Designation	Concrete proportioning PCA 325	Strength after 7 days	Strength after 28 days
B1	Neatness concrete	150 kg/m3	--	--
B2	Filler concrete	250 kg/m3	110 kg/cm ²	180 kg/cm ²
B3	Reinforced concrete	350 kg/m3	200 kg/cm ²	270 kg/cm ²
B4	Watertight reinforced concrete	400 kg/m3	220 kg/cm ²	300 kg/cm ²

Thirty days before the first concreting, the contractor will submit a study of the concretes regarding proportions and strengths to the engineer for approval.

The study will state the volume proportion to make the concrete on the work site. Should there be additives, they will be submitted to the engineer for approval.

Gravels for B1 and B2 will be of classes 5-8, 8-16 et 16-32. For B3 and B4 concretes different formulas will be studied:

The thickness of the element < 10 cm: gravel of class 5-8,

The thickness of the element is 10-15 cm: gravel of class 5-8 and 8-16,

The thickness of the element > 15 cm: gravel of class 5-8, 8-16, and 16-32.

9. Production and installation of the concrete

1. Production of the concrete

Concrete will be made mechanically by mixing all its constituents. It will contain the minimum quantity of water strictly necessary for appropriate concreting and proper compression.

To this end, the proportion of water put in the mix will be measured using a precise measurer.

The tools must make it possible to measure out the admixture and bonding with a margin of error inferior to 5 %.

Humidity of the admixture will be taken into account when determining the quantity of water needed for mixing.

The water proportion will be monitored by the contractor at least twice a day and the result, as well as the concrete composition, will be stored in the works diary. Any input of water after mixing is forbidden.

The use of additives will be submitted to the engineer for approval, as is the case for the outcome and conditions of concreting.

The concrete will be transported in appropriate conditions that do not lead to the segregation of the elements or the setting of the concrete before it is installed.

Manual production of the concrete is not allowed barring special written derogation from the engineer. This derogation will be granted for one work at a time and will be justified by the difficulty of taking a concrete mixer to the site.

For small work and with the engineer's approval, the contractor may make concrete on-site with an adequate engine and a volumetric measurement.

When bagged cement is used, the quantity of admixture for each batch will be proportionate to one or more full bags of cement. No batch with fractions of cement bags will be allowed.

The study will state the volume proportions for mixing with full cement bags and will foresee gauged containers for each fraction of admixture.

Representative samples of each admixture will be taken and the content of humidity will be determined for each category of admixture, namely for the fraction 0/5 and the proportion of water will be calculated accordingly.

The concretes will be closely mixed in a mixer with the approved type and dimension. It will ensure uniform mixing of the materials in the bulk. The mixer will have a device for precise measurement of the water inserted in each batch.

The batching time of all the concretes will not be less than 2 minutes after the introduction of all the ingredients in the mixer, including the water. The first load of material for concrete put in the mixer will contain an excess of cement, sand, and water in sufficient quantity to cover the inside of the drum without reducing the content of mortar needed for the mix.

2. Preparation before installing the concrete

While preparing concreting, the inside of the casings will be cleared of any sawdust, chips, and any other waste and foreign matter. The casings will be wetted before concreting.

3. Concrete installation method

While concreting, care will be taken to avoid material segregation and moving the reinforcement bars. The use of chutes, slopes, and piping for transportation from the mixer to the casings will only be allowed with the written agreement of the engineer. In the event of lower quality concrete due to such transportation, the engineer may instruct to stop their use and implement another satisfying method of concreting.

Chutes and open-air slopes will be made of metal or covered in metal; where rigid slopes are requested; the slopes will be equipped with chicanes or there will be short straights in the opposite way to the movement of gravity of the concretes.

All the chutes, slopes, and pipes will be kept clean and free of hardened concrete by flushing them with a batch of water after each concreting operation. The water used for cleaning will be discarded far from the work site.

When the concreting operations consist of spilling the concrete from more than 2 m height, it will be done using metallic foil piping or other approved piping. Whenever possible the pipes will be kept full of concrete while it is being installed and the bottom end will be drowned in the fresh concrete already in place.

4. Compaction and vibration of the concretes

All the concretes when being installed and just after installation will be carefully compacted. Barring concretes installed underwater or unless a contrary authorization is granted from the engineer, concretes will be compacted by mechanical vibration according to the following instructions:

Internal vibration unless special authorization is granted from the engineer to use other methods. The vibrators will be able to transmit the vibrating motion to the concrete with frequencies that will not be under 4,500 cycles per minute.

The contractor will provide a sufficient number of vibrators to compact effectively each batch immediately after it has been laid in the casings.

The vibrators will be handled in such a way as to get all the reinforcement bars and other parts entirely embedded in concrete. Furthermore, concrete will be in perfect contact with all the angles and corners of the casing.

The vibration will last for long enough and will be of sufficient intensity to compact the concrete entirely but it will not be continued until causing segregation. The vibration will not be continued in any place until creating areas of liquid mortar.

The vibrators will be put in service in places uniformly spaced and separated between them by a distance no larger than twice the effective area of the vibration ray.

The vibration will be completed with a spading tool if necessary to ensure that the surfaces are smooth and the concrete is dense along the casing walls and in the corners and places impossible to reach with vibrators.

5. Resumption joints

The rehabilitation joints will be made only in the places represented on the plans unless other instruction by the engineer. If they are not detailed in the plans or the event of an emergency, the resumption joints will be located according to the engineer's instructions.

Reinforced structures laid on a slope will be used in certain places where necessary to transmit shear strength or to link the two sections together.

The surface of the hardened concrete will be cleared of loose gravel parts. It will then be retouched with a hammer and chiseled on a depth of 1 cm and then cleaned with a wire brush to get a smooth and rough surface cleared of foreign matter.

The joint will be soaked in water for 24 hours before restarting concreting. The first batch of concrete will be made with fine aggregate 0/8.

6. Work interruption

When concreting is interrupted temporarily, the concrete, after it is firm enough, will be considered as if there was a resumption joint. The steel structures and casings will be cleaned and freed of any mortar.

7. Concrete cleaning

Unless other instruction, the concretes will be cleaned with water. Formworks of vertical elements will be permanently wetted until they are removed and the fresh concrete will be stripped at the engineer's request until 7 days after concreting.

The contractor may propose another cleaning method that will be submitted to the engineer for approval.

8. Surface finishing

The finished surfaces will be straight and smooth and will have no "potholes" or other irregularities. Right after removing the formworks all the irregularities will be retouched down to the hard concrete, wire brushed, soaked with water for 24 hours, and filled with concrete made with fine aggregate 0/8 or mortar 0/5. The visible surfaces will then be treated with abrasive stone. The surfaces will be uniform and straight, to the engineer's approval.

9. Leakage tests

After sealing the works (water tanks, manholes ...), they will be progressively filled and a 48-hour leakage test will determine that they are properly watertight. The exterior surfaces will remain visible.

After a check has been carried out by the engineer, the authorization to refill will be given. In the event of leaks or oozing during the tests, the works will be drained, repaired, and tested again. The contractor will take care of the water provision and delivery.

10. Tolerance for concrete works

The dimension tolerances will never exceed 0.5 cm. The holes, cable pipes, or embedded elements will be located with a tolerance of 0.5 cm unless otherwise stated on the working drawings.

All the dimensions will be checked for equipment and electrical device installation before work delivery. The contractor will immediately fix up all the flaws. In the event of dimensions not being respected, he will be held responsible for the consequences and possible modifications to be made.

11. Checks and concretes strength

The concretes will be submitted to strength tests. At least three test specimens will be taken while concreting from each batch chosen by the engineer. Strength tests will be payable by the contractor.

Depending on the test result, the demolition of part or all of the work made with unsatisfying concrete may be requested. The demolition and rehabilitation of the work will be at the contractor's expense.

10. Mortars composition

Depending on its use the mortar will have the following proportions:

Mortar M 250: for masonry jointing

Cement: 250 kg

sand 0,1 - 2 mm: 1 000 l

Mortar M 300: for sealing, smooth finish, screed

Cement: 300 kg

sand 0,1 - 2 mm; 1 000 l

The binder used for mortar will be:

Blast furnace Portland cement 85 or pozzolanic blast-furnace cement or works in contact with aggressive water,

Portland cement for works that are not in contact with aggressive water.

1. Production of mortar

The mortar will be mixed mechanically. Exceptionally and at the engineer's approval the ingredients may be dry mixed on a flat and leveled area made of planks, iron sheets, or concrete until the mix is perfectly homogenous. Water will be added progressively. The mix will be ground until the mortar is perfectly homogenous and binds properly. The mortar will be used as soon as it is ready. Any discarded mortar should never be mixed with fresh mortar.

Adding additives to the mortar will require the engineer's approval. The same applies to the choice of product.

2. Coatings

The surfaces to be coated will be clean, and free of dust, product, or form oil. They must be rough so that the coating binds properly. If the surface is not rough enough, it will be improved by wire brushing, stabbing, roughening, etc. The substrate must be wetted to be humid inside but wiped to be dry on the surface when the coating is being applied.

There are two types of coatings: standard coatings and sealing coatings that are applied to walls in contact with water. The difference between these two types is the addition of a waterproofing agent.

The coatings are made of three layers:

The first layer, the base coat ensures proper binding. It consists of applying with a trowel a thin layer of rather coarse mortar. It will be left rough without paying attention to flatness.

The second layer, the core coat, has the following purposes :

Create a flat surface parallel to the end finish,

Give uniform absorption properties to the binding surface ; this condition that is necessary to get uniform color and prevent the underlying masonry joints from reappearing implies a thickness of 15 mm,

Ensure water tightness of the coating by adding a waterproofing agent (only applicable to sealing coatings). Mortar will be very densely compacted and applied in two or more layers depending on thickness, leaving enough time between layers to decrease the effect of shrinkage.

The core coat is laid when the base coat has partly shrunk.

The third layer or « finish coat » gives the final aspect to the surface. It must be free of cracks. When a uniform color is not particularly sought after, this layer will be laid 2 to 8 days after the core coat, and 8 to 15 days when color uniformity is important. Its thickness will range from 5 to 7 mm.

The different layers or coating will be as follows:

1st layer (base coat) of mortar M 300

2nd layer (core coat) of mortar M 400

3rd layer (finish) of mortar M 600

The accepted tolerances will be:

Flatness < 1 mm under a 1 m hawk and no more than 3 mm under a 3 m hawk.

Uprightness < 3 mm over 3m of height.

3. Standard screed

The screed covering the floor concrete, flooring, landings, etc. will be made of a layer of at least 2 cm of mortar M 400 compacted and smoothed many times to avoid hairline cracks.

If needed, the roughening will be done when the mortar is starting to set. The built-in screeds will be laid at the moment of concreting the substrate and will be vibrated or installed in any way that ensures such compactness that laitance comes out; it will then be surfaced with a ruler or a hawk.

11. Paints

The contractor will submit the source of the paints, the way they must be laid, and their characteristics to the control office. The colors will be set by the engineer.

1. Paint on concrete and coatings

On this type of support, a resin-based paint formulation by ISO international standards will be applied inside and outside, with a fungicide additive.

Surfaces previously finished or coated will be brushed or flushed clean and free of dust or any deposit.

Paint will be applied on a substrate that has been drying for at least 15 days; it will be of the prescribed shade and will be applied in two layers.

2. Paint on ferrous metal

If the metal shows signs of oxidation, the raw oxide parts will be scratched and cleaned with a wire brush to remove any trace of rust.

All the metallic parts (metal millwork, checker plates, gates, etc.) will receive two coats of lead paint, one of which will be put in the factory, and two layers of gloss glycerophthalic paint.

Faces in contact with metallic parts will be painted with a one-layer minimum before assembly.

Metallic parts in contact with water will be treated with paint that is non-toxic and harmless for the food chain.

3. Bituminous coating

Parts in contact with the ground will be covered in bituminous coating and 10 cm higher. This coating will be applied with a brush on clean and masonry. Refilling will only take place after the coating is completely dry and hard.

12. Prefabricated parts

The contractor may prefabricate all the concrete or reinforced concrete parts involved in the works. She/he will nonetheless submit to the engineer for approval, the working drawings with all the precise characteristics of elements that are frequently used and whose characteristics are very close to those requested for the works. She/he will also submit to the engineer their production and implementation method.

13. Mortared stonework

Mortared stonework will be sourced from the best quarries or ore beds. They will be made of stones regular in shape and with dimensions between 20 and 30 cm.

They will be laid on a 10cm thick bed of fine concrete 0/8 with a batching of 300 kg/m³ so that the fine concrete fills in the joints. The final jointing will be done with mortar.

14. Protection gabions

Gabions will have a mesh of around 100 mm, in galvanized wires of 3 mm. The stones will be sourced from the best quarries or ore beds and will have dimensions between 20 and 30 cm. They will be placed as instructed by the engineer.

15. Riprap

Riprap will be sourced from the best quarries or ore beds. They will be made of stones of at least 50 kg and will be larger than 30 cm.

16. Protective shafts

At each difficult location (road, river, swamp ...) where it is foreseen to lay HDPE pipes, protections will be needed, either:

Replacing HDPE pipes with cast iron pipes of the equivalent diameter on the necessary length (2 m at each side of roads, 4 m for rivers and swamps);

Passing the HDPE pipes in galvanized steel pipes (same lengths as above). The galvanized steel pipes will be assembled with threaded couplings.

For river or swamp crossing the shafts will be firmly anchored in stone masonry structures when they cross in open air. Otherwise, they must be buried 1 m deep.

Laying the shafts must not hamper traffic in any way. This operation and the provision of the shafts will be included in the item "miscellaneous" of the bill of quantities.

The pipes will be attached to the bridges by steel collars anchored to a main beam of the work, at a rate of one fixing per meter. Fixing will be done by rot-resistant ankles. The collars will have a minimal thickness of 3 mm and will be closed and tightened by bolting. A rubber part of 5 mm thickness at least will be positioned between the pipe or the shaft and the collar.

17. Trapdoors

Access hatches will be made of steel and installed at every concrete or masonry reservoir, manhole, and tank. They will all be painted with 3 layers, including one anti-rust coat. They will be anchored in such a way as to ensure that the catch is firmly attached to the work. Closing is ensured by a simple system that will involve no lock or padlock.

The hatches are equipped with a venting system made of a 2" steel tube covered with a protection cone on top of it. It is closed by a rot-proof screen gauze.

Three keys opening the catches will be handed in for each network to the control office. The catches to be provided by the contractor are described in the standard plans.

The trap door used for masonry tanks will be equipped with legs to be attached to the ladder.

9. Miscellaneous works

1. Supplies and others

This contract also includes the provision and installation by the contractor of the following equipment:

Collars: steel collars are used to improve the stability of aboveground penstocks around masonry works. The collars are embedded in masonry. Their dimensions vary and depend on the diameter of the pipes (1", 1½", 2", 3" and 4").

Steel rungs: the rungs are made of steel (concrete steel 20 mm). They are located in manholes and allow access to the works. Their shape and number are described in the standard plans. They are protected with a layer of non-toxic anti-rust paint.

A metallic ladder made of angle iron and round bars of galvanized steel will be installed in masonry tanks ($V \geq 25 \text{ m}^3$). It will be laid on the bottom of the reservoir using a weight distribution shoe plate and will be bolted to the catch via retaining brackets installed to this end.

Equipment Quality

All the materials, supplies, and miscellaneous accessories provided by the contractor will be brand new and of high-grade quality, professionally produced, and will apply with the latest technical progress to propose, in terms of industrial concern, the best possible safety and running services.

Equipment will be proportioned so that their high safety factor will be guaranteed in all respects. They will apply with the specifications given by the provider. Moreover, the project manager will have to give his consent when choosing any equipment. They must apply with working conditions while bearing the changing load, pressure, and temperature as well as climate variations and changes in the quality of the liquid to be carried. In working order, the material will not show either any sign of unusual wear or unusual overheating.

Equipment must be high-class; the project manager reserves the right to refuse any inadequate material and to impose, in particular cases and the aim of standardization, the equipment of a particular brand and type.

The running will be as quiet as possible and there will be no vibrations. The elements that could be prone to wear will be equipped with wear parts easily removable.

The equipment will be protected against oxidation and humidity: windings will be vacuum-impregnated, and bolts and clamping screws will be either stainless or protected by galvanizing, cadmium plating, or other equivalent process.

The material will be set up to support, without damage and in the worst conditions, the electrodynamic efforts due to short-circuit. The insulation voltage will be sufficient enough to avoid any risk of sparkover or short-circuit in the worst conditions.

The operating safety will be guaranteed in the limits of voltage variations of the continuous and alternative accessories, the extreme limits being permanently supported without harmful overheating. The operating safety will also have to be guaranteed under any ambient temperature likely to occur, and the contractor will have to make arrangements accordingly.

The contractor will take suitable precautions and arrangements to avoid condensation, water, and dust entering the material and its accessories.

Bolts and screws will not be able, under no circumstances, to loosen at an untimely moment in running order. Connections will be made to avoid any galvanic couple effect between different materials.

Storage and Monitoring

The material will be stored in easily accessible areas, well-equipped, delimited, and identified accordingly. The contractor will make sure the different equipment is neatly categorized so that identification will be easier and any mix-up in the identity will be avoided.

The contractor is fully responsible for the monitoring.

2. Water quality assurance plan

The water quality testing should be done by the contractor at each new water source before construction to ensure that water will not hurt human health as well as on pipe material, to be on the safe side, it is recommended that per each sample three tests be carried out and the mean of them will be taken as the result of the sample. The recommended elements to be tested are PH, Turbidity, Temperature, Total Coliforms, E. Coli, Fecal Coliform, Hardness, Arsenic, fluoride, Chloride, Nitrate, Electro-conductivity, Total dissolved solids (TDS), Iron, Phosphates, Copper, Manganese, Aluminium, Ammonia nitrogen. The contractor should perform water quality testing before and after the completion of the works.

SECTION VII: BILL OF QUANTITIES

VII.1 Bills of quantities in figures

The bills of quantities will be acquired independently and provided as an Excel file attached to this document.

VII.2 General Conditions and content of the unit prices

The entrepreneur is reputed to have a perfect knowledge for the execution of works and all local conditions susceptible to influence on this execution, among others:

Of the nature and the quality of soils and lands,

Of the conditions of transportation and access to the Building sites,
Of the régime of waters and rains in the region,
Of the possibilities of food water and electricity at the Building site,
Of the relative particular conditions to the present Building site.

He/she won't be able to raise any complaint having for the basis of the difficulties or unforeseen vassalages, except in the case of absolute necessity.

The unit prices of the present works consist of the entrepreneur's expenses without exception to achieve the totality of works foreseen to the present contract, the profit as well as the rights, taxes, and various expenses (except the rights and taxes that, according to arrangements of the Convention of Lomé, must not be supported by the entrepreneur), general expenses, incidentals, and broadly speaking, all expenses, to Rwanda, that results from works and notably;

All expenses of hand-d'œuvre (wage, overheads holidays, etc.) supplies, renting, amortization, working and maintenance of the material, the expenses for the edible matters bought to Rwanda or abroad, tooling, installation of Building site and careers, insurances of all nature, general expenses, tax and profits, incidentals of all natures, all vassalages of planning and maintenance of the temporary tracks for deviations, access to the characters, loans, and points of water, all expenses of laboratory and secondary prospecting, all supplies of water, the logistical support provided to the control, the preparation of areas of storage of materials, all vassalages dragged by the maintenance of the circulation during the execution of works,

The prices also consist of all services out of Rwanda as freight, aerial, maritime transportation, by road, etc.

The prices also consist of the expenses of various studies of establishment, working, and fold of the Building site, all expenses dragged by the obtaining of the supplementary lands which enterprise could need his/her/its bases except free discount possibility by the administration.

The prices consist then of all royalties or renting, all expenses of control necessary to the receipt of works, accidental damages to the cultures, access, extraction of the materials, purification of the lodgings, etc.

In a general manner, all expenses imposed on the entrepreneur for the correct execution of works, that are explicitly or non-foreseen in the section of Technical prescriptions, are to his expenses, and the entrepreneur is perfectly reputed to know them for himself in to be given personal account on the land before bidding.

Broadly speaking, the prices consist of all expenses resulting from the included or quoted documents in the pieces written, administrative, and technical sections of the present bidding document for the execution of all works foreseen to the Project, based on the economic and fiscal conditions in force to the month preceding the notification of the offers.

The prices also consist of the installation and the working of the entrepreneur's facilities as well as the stake at the disposal of the Mission of supervision and control, of the offices and the laboratory for material, the prices consist of the transportation, the harbor expenses, brought it until the places of intervention as well as repatriation at the end of Building site and all vassalages. In a general manner, the unit prices consist of the cost of the materials of setting in work, the transportation of type until the Building site, the handover of work, and other inherent expenses to the realization of the work.

Section IX – USAID Standard Provisions for non-U.S. contractors

The contractor shall comply with the standard USAID requirements specified in this Appendix. The term “contractor” shall also mean “Recipient”, “Organization” or “Grantee” and the term “Agreement” shall also mean “contract”, “Award” or “Grant” for these requirements.

The contractor’s obligations are to Water For People. As such in all instances of notification, submission of documentation, and the requesting of approvals and disclosures as required in the provisions below, the contractor’s obligations are to Water For People and not to USAID. The contractor will communicate with the individual identified in the section 6. Communication and Cooperation of the contract. This applies to all instances that reference USAID in the Provisions below except Standard Provision M.26, Mandatory Disclosures, which requires disclosures to be submitted to both Water For People and USAID.

M1. ALLOWABLE COSTS (NOVEMBER 2020)

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award by the terms of this award and the applicable cost principles in effect on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 731.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are by the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO’s written determination on whether specific costs not addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

c. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made by Standard Provision, “Procurement Policies.”

d. The recipient must retain documentation to support charges to this award for three years from the date of submission of the final expenditure report by the Standard Provision, “Accounting, Audit, and Records.”

e. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement basis.

[END OF PROVISION]

M2. ACCOUNTING, AUDIT, AND RECORDS (MARCH 2021)

a. Accounting, Retention, and Access to Records.

(1) The recipient must maintain financial records, supporting documents, statistical records, and all other records, to support performance of and charges to this award.

(2) Such records must comply with accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the

International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award; receipt and use of goods and services acquired under this award; the costs of the program supplied from other sources; and the overall progress of the program. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for three years from the date of submission of the final expenditure report.

(3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any sub-recipient, which are pertinent to the Federal award, to make audits, examinations, excerpts, and transcripts. This includes timely and reasonable access to the recipient's personnel for interview and discussion related to such documents.

b. Audits.

(1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another contractor or recipient, excluding fixed price contracts.

(i) The audit report must be submitted to USAID within 30 days after receipt of the auditor's report, but no later than nine months after the end of the period audited.

(ii) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted by the terms of this award.

(iii) In cases of continued inability or unwillingness to have an audit performed by the terms of this provision, USAID will consider appropriate sanctions which may include suspension of all, or a percentage of, disbursements until the audit is satisfactorily completed.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed-price contracts. However, the recipient must make records about this award for that fiscal year available for review by USAID officials or their designees upon request.

(3) USAID retains the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

c. Subawards and Contracts.

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed; allowable costs/cost principles; eligibility; cost share; level of effort; earmarking; and reporting.

(2) This provision must be incorporated in its entirety into all sub-awards and contracts with non-U.S. organizations that are for more than \$10,000. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

[END OF PROVISION]

M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)

a. This provision does not apply to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

b. Ineligible and Restricted Commodities and Services:

(1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision “Debarment and Suspension” and Standard Provision “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals” must not be used to provide any commodities or services funded under this award.

(3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

c. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code

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specified in this award and must meet the source and nationality requirements outlined in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

d. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

e. This provision must be included in all subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

b. Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

(1) Equipment means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.

(3) Real Property means land, including land improvements, structures, and appurtenances, including permanent fixtures.

(4) Intangible Property includes but is not limited to, intellectual property, such as trademarks, copyrights, patents, and patent applications, and debt instruments, such as bonds, mortgages, leases, or other agreements between a lender and a borrower.

c. The recipient agrees to use and maintain all Property for this award by the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

d. The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location, and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) A physical inventory of Property must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

(3) A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

(1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

(2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

(3) Real or intangible property, of any value.

f. The recipient must dispose of Property at the end of this award by the recipient's property disposition report unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property differently. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title but must compensate USAID for the USAID share, based on the current fair market value of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its funds, if any, based on the current fair market value of the Property.

g. The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, provide the AO with an annual inventory of such Property, and follow any additional instructions on protection and maintenance as may be provided by the AO.

h. This provision must be included in all subawards and contracts.

[END OF PROVISION]

M12. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time before or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery, or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds;
 - (ii) Is in a position to influence or control the use of those funds; or,
 - (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

e. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any sub-awards or contracts entered into under this award.

[END OF PROVISION]

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or on the UN

Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.

c. The Recipient must include this provision in all sub-awards and contracts issued under this award.

[END OF PROVISION]

M15. TRAFFICKING IN PERSONS (April 2016)

a. The recipient, sub-awardee, or contractor, at any tier, or their employees, labor recruiters, brokers, or other agents, must not engage in the:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or

b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

iii. Soliciting a person for employment, or offering employment, using materially false or fraudulent pretenses, representations, or promises regarding that employment.

iv. Charging employees recruitment fees; or

v. Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must (1) submit to the Agreement Officer (AO), the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required before this award, and (2) implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking-related prohibitions included in this provision, the activities prohibited, and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee and ensures that wages meet applicable host-country legal requirements or explain any variance.

(4) A housing plan, if the recipient or any sub-awardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or sub-awardee at any tier and any dollar value from engaging in trafficking in-person activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or sub-awardee or sub-awardee employees who have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant AO and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The AO may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all sub-awards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.

[END OF PROVISION]

M18. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination based on race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its workplace based on race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all

tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive non-discrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.
[END OF PROVISION]

M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

APPLICABILITY: By the policy at ADS 303.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert "Construction is not eligible for reimbursement under this award" in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Construction means —construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration, and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures.

c) Agreement Officers will not approve any sub-awards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa.

d) Description

[Type of construction and location(s)]

e) The recipient must include this provision in all sub-awards and procurements and make vendors providing services under this award and sub-recipients aware of the restrictions of this provision.

[END OF PROVISION]

M22. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)

The requirement to comply with and inform all employees of the "Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and sub-awards (including subcontracts) issued beginning July 1, 2013.

The Recipient must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

2. Include such requirement in any subaward or contract made under this award.

41 U.S.C. § 4712 states that an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment. The parties agree that this prohibition extends to cooperative agreements in addition to grants.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Recipient who has the responsibility to investigate, discover, or address misconduct.

[End of Provision]

M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

"contract" has the meaning given in 2 CFR Part 200.

"contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or sub-recipients to sign regarding non-disclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or sub-recipients sign at the behest of a Federal Agency.

"Subaward" has the meaning given in 2 CFR Part 200.

"Subrecipient" has the meaning given in 2 CFR Part 200.

(b) The recipient must not require its employees, sub-recipients, or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, sub-recipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative

of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and sub-recipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(e) By section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(f) The recipient must include the substance of this provision, including this paragraph (f), in sub-awards and contracts under such awards.

[END OF PROVISION]

M25. CHILD SAFEGUARDING (June 2015)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child-safeguarding core principles:

- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography;

and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age.

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes but is not limited to any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm, or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill-treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The recipient must insert the provisions in (a) and (b) in all subawards under this award.

[END OF PROVISION]

M26. MANDATORY DISCLOSURES (DECEMBER 2022)

Consistent with 2 CFR §200.113, applicants and recipients must disclose, promptly, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients and contractors must disclose, promptly, in writing to the USAID Office of the Inspector General and the prime recipient (pass-through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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P.O Box 7022 Kigali, Rwanda | +250 788 302 111 | rwanda@waterforpeople.org | www.waterforpeople.org/rwanda



Disclosures must be sent to:

U.S. Agency for International Development Office of the Inspector General P.O. Box 657
Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780, and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016).

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in the implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award based on any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

[END OF PROVISION]

RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)**OCEAN SHIPMENT OF GOODS (JUNE 2012)**

a. Before contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management

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b. This provision must be included in all sub-agreements, including subawards and contracts.

[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

(i) Contractor/recipient name.

(ii) Contact name with phone, fax, and e-mail.

(iii) Agreement number(s).

(iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases over \$500 per transaction of supplies, materials, goods, or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

(vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

b. Submit the reports to [insert address and point of contact at the Embassy, Mission, or M/CFO/CMP as appropriate, may include an optional "with a copy to"].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable by the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable sub-agreements, including subawards and contracts.

[END OF PROVISION]

RAA18. STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (SEPTEMBER 2004)

a. One of the objectives of the USAID Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of non-discrimination against people with disabilities. As part of this policy, USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs).

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings, or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction-related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)

APPLICABILITY: The following provision is required when the recipient is expected to procure services to be performed overseas.

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (DECEMBER 2014)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

(a) The contractor must--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance under the terms of the contract between USAID and USAID's DBA insurance carrier unless the contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

(2) If USAID or the contractor has secured a waiver of DBA coverage by AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.

(3) Within ten days of an employee's injury or death or from the date the contractor knows the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).

(4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).

(5) Provide medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).

(6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

(7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).

(8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).

(9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

The contractor must insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

Done at Kigali on July 10, 2025



Eugene Dusingizumuremyi
Country Director