

REPUBLIC OF CAMEROON

Peace-Work-Fatherland

Ministry of Agriculture and
Rural Development

NORTH WEST DEVELOPMENT
AUTHORITY (NWDA)



IsDB
البنك الإسلامي للتنمية
Islamic Development Bank



REPUBLIQUE DU CAMEROUN

Paix - travail - patrie

Ministère de l'Agriculture et du
Développement Rural

MISSION DE DEVELOPPEMENT DU
NORD OUEST (MIDENO)

**GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT
(GP-IRDP)**

P.O. Box 1116, Bamenda
Tel: 3336 10 07
Fax: 3336 16 65
Email: info@gpderudep.org

BIDDING DOCUMENT

PROCUREMENT OF WORKS

**PROJECT OWNER: MINISTER OF AGRICULTURE AND RURAL
DEVELOPMENT (MINADER)**

COUNTRY: REPUBLIC OF CAMEROON

**PROJECT: GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL
DEVELOPMENT PROJECT**

PROJECT IDENTIFICATION: PCMR

FINANCING AGREEMENT: 2 CM 0089/0090

ISSUED ON: 23/10/2019

Financing: Islamic Development Bank (IsDB)- ISFD LOAN

REPUBLIC OF CAMÉROON

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Bamenda, the

NATIONAL COMPETITIVE BIDDING

**TENDER No: 10/2019/NCB/STB/GP-IRDP OF 23/10/2019 FOR THE CONSTRUCTION AND
EQUIPING OF 15 SCHOOLS IN THE NORTH WEST REGION IN SIX (6) LOTS**

Financing: ISLAMIC DEVELOPMENT BANK (IsDB)- ISFD LOAN
Financing Agreement No. 2CM 0089

1. The Government of the Republic of Cameroon has received funding from the Islamic Development Bank (IDB) towards the cost of the GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP) and intends to apply a portion of this financing to eligible payments under the Contract for the construction, equipping and furnishing of 15 schools in the North West Region in six (6) lots
2. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in the UN Development Business website dated 27/04/2017, the IDB website dated 27/04/2017 and Cameroon Tribune.
3. Participation in this invitation for bids is open exclusively to potential bidders registered or incorporated in of Cameroon, eligible under Islamic Development Bank (IsDB) financing.
4. The Project Coordinator of GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP), invites sealed bids from eligible and qualified bidders for the construction, equipping and furnishing of 15 schools in the North West Region in six (6) lots as follows;

Tender Notice

LOT	DIVISION	MUNICIPALITY	VILLAGE	DESCRIPTION	DURATION
1	BOYO	FUNDONG	Ngwah, Ikuijua	CONSTRUCTION, EQUIPING AND FURNISHING OF GOVERNMENT PRIMARY SCHOOL AT IKUIJUA NGWAH	8 MONTHS
		FONFUKA	FONFUKA	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN FONFUKA	
2	BUI	KUMBO	NTOH	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN NTOH	8 MONTHS
		MBIAME	KOVKI	CONSTRUCTION, EQUIPING AND FURNISHING OF GSS KOVKI	
		NONI	BVUGOI	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN BVUGOI	
3	DONGA MANTUNG	NDU	NGARBUH	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN NGARBUH	8 MONTHS
		NKAMBE	Tabenken	CONSTRUCTION, EQUIPING AND FURNISHING OF GS TUKU	
		NWA	Nwa Community	CONSTRUCTION, EQUIPING AND FURNISHING OF GS NWA	
4	MOMO	MBENGWI	Mbengwi	CONSTRUCTION, EQUIPING AND FURNISHING OF GBS GROUP I	8 MONTHS
		ANDEK	Ngwonkong community	CONSTRUCTION, EQUIPING AND FURNISHING OF GS NGWONKONG	
5	MENCHUM	BENAKUM A	BENAKUM A	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN BENAKUMA	8 MONTHS
	MEZAM	BAMENDA 2	NSONGWA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NSONGWA	
		BAMENDA 3	Alahie	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL AT ALAHIE	
6	NGOKETU NJIA	NDOP	Bamunka Community	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 ISLAMIC SCHOOL AT BAMUNKA	8 MONTHS
		BABESSI	Gbogobam Baba I	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL AT GBGOGAM BABA I	

5. Bidding will be conducted through National Competitive Bidding according to "Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009 (updated 2012)", and is open to all eligible bidders as defined in the Guidelines as per 3 above.

Bidders can bid for more than 01 lot but can be attributed more than 01 lot only on the condition the bidder has presented a separate list of personnel and materials for each lot and fulfilled the financial and experience criteria for the lots grouped together

6. Interested eligible bidders who may need further clarification could do so in writing to the **GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT (GP-IRDP)**, Ayaba street, P.O Box 1116, Bamenda, Téléphone : (+237) 699 10 3000 /695 46 84 57, e-mail: muluhgn@yahoo.com, info@gpderudep.org, at least fifteen (15) days before the closing date for submission of bids.
7. A complete set of the Bidding Documents in English can be consulted during hours, at the **GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT**, MIDENO Building Ayaba street, P.O Box 1116, Bamenda, Telephone : (+237) 699 10 3000 /695 46 84 57, e-mail: muluhgn@yahoo.com, info@gpderudep.org as soon as this notice is published, or obtained upon presentation of receipt of payment of a non-refundable sum of **sixty thousand (60,000) FCFA**, payable to the Cashier of GP-IRDP against a receipt

-
8. Bids shall be valid for one hundred and twenty (120) days from the date of opening of bids.
9. The works shall be completed in 8 months.
10. Bids shall include a bid security in form of Bank Guarantee or a surety, issued in keeping with the tender model by a first category banking institution approved by the Cameroon Ministry in charge of finance. The amount of the bid security shall be:
- Lot 1: 4.5 million francs cfa , Lot 2: 6.5 million francs cfa
Lot 3: 6.5 million francs cfa, Lot 4: 4.5 million francs cfa
Lot 5: 6.5 million francs cfa, Lot 6: 4.5 million francs cfa**
11. Bid preparation period shall be 30 days from the date of publication of the tender
12. Each bid written in English or French and in four (04) sets, comprising one (01) original and three (03) copies labelled as such, should reach the Project Management unit of GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT, Ayaba street, P.O Box 1116, Bamenda, Telephone : (+237) 699 10 3000 /695 46 84 57, e-mail: muluhgn@yahoo.com, info@gpderudep.org, on or before **the 22/11/2019 at 11:00 a.m. local time (GMT+1)**. It should be labelled as follows:

<< NATIONAL COMPETITIVE BIDDING

TENDER No: 10/2019/NCB/STB/GP-IRDP OF 23/10/2019 FOR THE CONSTRUCTION AND EQUIPING OF 15 SCHOOLS IN NORTH WEST REGION IN SIX (6) LOTS

Financing: ISLAMIC DEVELOPMENT BANK (IsDB)-ISFD LOAN

TO BE OPENED ONLY DURING THE TENDERS BOARD BID-OPENING SESSION>>

13. Bids shall be opened on **the 22/11/2019** as from 12:00 noon local time by the Special Tenders' Board (STB) of Grassfield II in VIDEO Room first floor in the presence of bidders or their duly authorized representatives having a perfect knowledge of the file. Only one person can represent a bidder, even in the case of a Joint-Venture.

Bamenda, the

The Project Coordinator

CC:

- ARMP (for publication and archiving)
- SOPECAM FOR PUBLICATION IN CAMEROON TRIBUNE
- Chairperson Grassfield II Special Tenders' Board (for information)
- Project Coordinator GP-IRDP (for information)
- Notice boards (for information)

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NORTH WEST DEVELOPMENT
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MISSION DE DEVELOPPEMENT DU
NORD OUEST (MIDENO)

**GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT
(GP-IRDP)**

NATIONAL COMPETITIVE BIDDING (NCB)

**TENDER No: 010/2019/NCB/STB/GP-IRDP OF 23/10/2019 FOR
THE CONSTRUCTION, EQUIPING AND FURNISHING OF 15
SCHOOLS IN NORTH WEST REGION IN SIX (6) LOTS**

Financing: Islamic Development Bank (IsDB)-ISFD LOAN

Project Identification: PCMR:

Financing Agreement No. 2CM 0089

Issued on 23/10/2019

Date of Submission: 22/11/2019

Standard Bidding Document

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PART 1

Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section VI (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Beneficiary or Recipient (hereinafter called "Beneficiary") indicated in the BDS has applied for or received financing/loan/grant or TA (hereinafter called "funds") from the Islamic Development Bank (hereinafter called "the Bank") toward the cost of the project named in the BDS. The Beneficiary intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the Bank will be made only at the request of the Beneficiary and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Beneficiary and the Bank (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Beneficiary shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 It is the Bank's policy to require that Beneficiary's (including beneficiaries of Bank financings), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest

standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;
 - (iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the

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

² "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes Islamic Development Bank staff and employees of other organizations taking or reviewing procurement decisions.

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

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

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

investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Beneficiary or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in timely manner at the time they knew of the practices; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating

^a A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks;

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Beneficiary.

to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

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

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. Unless otherwise stated in the BDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Beneficiary as Engineer for the contract.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by Islamic Development Bank, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.8 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the Beneficiary's country prohibits commercial relations with the country of the firm, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the works or related services required; or
 - (b) by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

5. Eligible Materials, Equipment and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Requirements

- Section VI - Works Requirements

PART 3 Conditions of Contract and Contract Forms

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

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

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

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period **given in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively

through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

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

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) Letter of Bid;
- (b) completed Schedules, in accordance with ITB 12 and 14, or **as stipulated in the BDS**;
- (c) Bid Security ~~or Bid Securing Declaration~~, in accordance with ITB 19;
- (d) alternative bids, at Bidder's option and if permissible, in accordance with ITB 13;

- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
- (g) Technical Proposal in accordance with ITB 16;
- (h) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and
- (i) Any other document **required in the BDS**.

- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid, Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section IV(Bidding Forms), if so provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise **indicated in the BDS**, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 13.3 When **specified in the BDS** pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VI(Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV, Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

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

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

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

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

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

15. Currencies of Bid and Payment

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

- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents
Comprising the
Technical
Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV(Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents
Establishing the
Qualifications of
the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV(Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for a 7½-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.
- 18. Period of
Validity of Bids**
- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 19. Bid Security**
- 19.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing

Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS.

~~19.2 A Bid Securing Declaration shall use the form included in Section IV Bidding Forms.~~

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional guarantee, issued by a bank *or surety*;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **indicated in the BDS.**

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV(Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security will be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 40; or

(ii) furnish a performance security in accordance with ITB 41.

19.8 The Bid Security ~~or the Bid Securing Declaration~~ of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security ~~or the Bid Securing Declaration~~ shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

19.9 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 40; or furnish a performance security in accordance with ITB 41;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

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

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 21.2 and 21.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as pursuant to ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of

bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

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

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

25. Bid Opening

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

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

valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or Bid securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought,

offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29. Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

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

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may

not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

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

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

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

31. Correction of Arithmetical Errors

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

- (a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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

- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in the BDS.
- 33. Margin of Preference**
- 33.1 A margin of preference shall not apply, unless otherwise specified in the BDS. In the case of application of margin of preferences, the Para 2.39 of Guidelines for Procurement of Goods and Works under Islamic Development Bank Financing, May 2009 shall be applied by Employer.
- 33.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference as specified in the BDS in the comparison of their bids with those of bidders who do not qualify for the preference. They should:
- (a) be registered within the country of the Employer's country ;
 - (b) have majority ownership by nationals of the country of the Employer's country ;
 - (c) not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.
- 33.3 The following procedure shall be used to apply the margin of preference:
- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 33.2; and
 - (ii) Group B: all other bids.
 - (b) For the purpose of further evaluation and comparison of bids only, an amount equal to %10 percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 33.2 shall be added to all bids classified in Group B.
- 34. Evaluation of Bids**
- 34.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts or Schedule of Prices for lump sum

contracts, but including Daywork items, where priced competitively;

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) adjustment for nonconformities in accordance with ITB 30.3;
- (f) application of all the evaluation factors indicated in Section III (Evaluation and Qualification Criteria);

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Bid, is specified in Section III (Evaluation and Qualification Criteria).

34.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

35. Comparison of Bids

35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.2 to determine the lowest evaluated bid.

36. Qualification of the Bidder

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated

and substantially responsive bid meets the qualifying criteria specified in Section III (Evaluation and Qualification Criteria).

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

36.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**37. Employer's
Right to Accept
Any Bid, and to
Reject Any or All
Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of
Award**

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an appropriate newspaper or Gazette and IsDB website online, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in

accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

40. Signing of Contract

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

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

41. Performance Security

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

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

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

42. Adjudicator

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

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1 The Employer is: **MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER) THROUGH THE PMU OF GP-IRDP**

ITB 1.1 The Name of the bidding process is: **CONSTRUCTION, EQUIPING AND FURNISHING OF 15 SCHOOLS IN THE NORTH WEST REGION IN SIX (6) LOTS**

The identification number of the bidding process is:

Tender No: 10/2019/NCB/STB/GP-IRDP

The number and identification of lots comprising this bidding process is:

LOT	DIVISION	MUNICIPALITY	VILLAGE	DESCRIPTION	DURATION
1	BOYO	FUNDONG	Ngwah, Ikuijua	CONSTRUCTION, EQUIPING AND FURNISHING OF GOVERNMENT PRIMARY SCHOOL AT IKUIJUA NGWAH	8 MONTHS
		FONFUKA	FONFUKA	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN FONFUKA	
2	BUI	KUMBO	NTOH	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN NTOH	8 MONTHS
		MBIAME	KOVKI	CONSTRUCTION, EQUIPING AND FURNISHING OF GSS KOVKI	
		NONI	BVUGOI	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN BVUGOI	
3	DONGA MANTUNG	NDU	NGARBUH	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN NGARBUH	8 MONTHS
		NKAMBE	Tabenken	CONSTRUCTION, EQUIPING AND FURNISHING OF GS TUKU	
		NWA	Nwa Community	CONSTRUCTION, EQUIPING AND FURNISHING OF GS NWA	
4	MOMO	MBENGWI	Mbengwi	CONSTRUCTION, EQUIPING AND FURNISHING OF GBS GROUP I	8 MONTHS
		ANDEK	Ngwonkong community	CONSTRUCTION, EQUIPING AND FURNISHING OF GS NGWONKONG	
5	MENCHUM	BENAKUMA	BENAKUMA	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL IN BENAKUMA	8 MONTHS
	MEZAM	BAMENDA 2	NSONGWA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NSONGWA	
		BAMENDA 3	Alahie	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL AT ALAHIE	
6	NGOKETUNJIA	NDOP	Bamunka Community	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 ISLAMIC SCHOOL AT BAMUNKA	8 MONTHS
		BABESSI	Gbogobam Baba I	CONSTRUCTION, EQUIPING AND FURNISHING OF 01 SCHOOL AT GBOGOBAM BABA I	

Bidders can bid for more than 01 lot but can be attributed more than 01 lot only on the condition the bidder has presented a separate list of personnel and materials for each lot and fulfilled the financial and experience criteria for the lots grouped together

ITB 2.1	The Beneficiary is: Government of Cameroon
ITB 2.1	The name of the Project is: <i>Grassfield Participatory and Integrated Rural Development Project (GP-IRDP)</i>
ITB 4.1(a)	The individuals or firms in a JV <i>shall</i> be jointly and severally liable.

B. Bidding Documents

ITB 7.1	<p>For <u>Clarification purposes</u> only, the Employer's address is:</p> <p><i>Grassfield Participatory and Integrated Rural Development Project (GP-IRDP)</i></p> <p>Attention: Project Coordinator</p> <p>Street Address: Ayaba street, adjacent finance building</p> <p>Floor/Room number: 1st Floor</p> <p>City: Bamenda</p> <p>ZIP Code: P.O. Box 1116 Bamenda</p> <p>Country: Cameroon</p> <p>Telephone: +237 233 36 10 07</p> <p>Facsimile number: +237 233 36 16 65</p> <p>Electronic mail address: <u>info@gpderudep.org</u></p> <p>Requests for clarification should be received by the Employer no later than: 15 days prior to the deadline for submission of Bids.</p>
ITB 7.4	<p>A Pre-Bid meeting "<i>shall not</i>" take place</p> <p>A site visit conducted by the Employer "<i>shall not be</i>" organized.</p> <p>Bidders are advised to visit and examine at their own expense the work site and obtain for his/her self on his/her own responsibility all information that may be necessary for preparing the bid and entering into contract for the provision of the requirement.</p>

C. Preparation of Bids

ITB 10.1	The language of the bid is: <i>ENGLISH</i>
ITB 11.1 (b)	<p>The following schedules shall be submitted with the bid:</p> <ul style="list-style-type: none"> (a) Letter of Bid completely filled and signed using the model form provided on Section IV: Model forms (b) A Complete-detailed priced Bill of Quantities, unit price Schedule and Unit price Breakdown and as provided in Section IV, Bidding Forms; (c) Bid Security issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance for bidders whose business are installed in Cameroon, in accordance with ITB 19; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2; (e) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III, Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV, Bidding Forms; (f) documentary evidence establishing the conformity of the Technical Proposal offered by the Bidder with the Bidding Document, using the relevant forms furnished in Section IV, Bidding Forms; i.e (g) Technical note on the methodology and the execution of works <ul style="list-style-type: none"> • The method proposed by the Contractor for the proper realisation of works as well as different remarks and suggestions that the Bidder may find necessary to make following the site visit conducted for this purpose. Works the bidder intends to subcontract and the subcontractor envisaged and the use of local labour. • Provision of documentary evidence of the fallouts of the project on the local community • Supply of materials or site equipment, • Sanitary and Security plan of the site plan; • Administrative and technical organization of the enterprise; • Mitigation risks clauses of environment • The detailed programme of performance of works, Mobilization of materials and proposed personnel including their curriculum vitae (H) In the case of a bid submitted by a joint venture (JV), the JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners; and

ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: 1. Receipt of purchase of tender document
ITB 13.1	Alternative bids " <i>shall not be</i> " permitted.
ITB 13.2	Alternative times for completion " <i>shall not be</i> " permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: NONE
ITB 14.6	The prices quoted by the Bidder " <i>shall not be</i> " subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: FRANCS CFA
ITB 18.1	The bid validity period shall be: 120 days from the date of opening of bids
ITB 19.1	The Bidder shall furnish a bid security in form of a bank guarantee or a surety in the amount of Lot 1: 4.5 million francs cfa , Lot 2: 6.5 million francs cfa Lot 3: 6.5 million francs cfa, Lot 4: 4.5 million francs cfa Lot 5: 6.5 million francs cfa, Lot 6: 4.5 million francs cfa
ITB 19.3 (d)	NOT APPLICABLE
ITB 20.1	In addition to the original of the bid, the number of copies is: three (3) copies
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <i>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney; and</i> <i>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution."</i>

D. Submission and Opening of Bids

ITB 21.1	Bidders <i>"shall not"</i> have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 22.1	For <u>bid submission purposes only</u> , the Employer's address is: Grassfield Participatory and Integrated Rural Development Project (GP-IRDP) Attention: Project Coordinator Street Address: Ayaba Street, Opposite Mansfield Plaza hotel Floor/Room number: 1st Floor, Procurement expert office City: Bamenda ZIP Code: P.O. Box 1116 Bamenda Country: Cameroon The deadline for bid submission is: Date: 22/11/2019 Time: 11:00 a.m. prompt local time
ITB 25.1	The bid opening shall take place at: Grassfield Participatory and Integrated Rural Development Project (GP-IRDP) Street Address: Ayaba Street, Opposite Mansfield Plaza hotel Floor/Room number: 1st Floor. Video Conference Room City: Bamenda Country: Cameroon Date: 22/11/2019 Time: 12:00 noon prompt local time
ITB 25.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable

E. Evaluation and Comparison of Bids

ITB 33.1	<i>A margin of preference "shall not" apply.</i>
F. Award of Contract	
ITB 42.1	The Adjudicator proposed by the Employer is: FORSUH WILFRED JING, Regional Delegate of Public Works North West Region. The hourly fee for this proposed Adjudicator shall be: 10,000FCFA. The biographical data of the proposed Adjudicator is as follows: [provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 34 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section IV (Bidding Forms).

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1. Evaluation

In addition to the criteria listed in ITB 34.1 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI (Employer's Requirements).

1.2 Multiple Contracts

Award Criteria for Multiple Contracts

Pursuant to Sub-Clause 34.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be for which they were prequalified.

Bidders bidding for more than 01 lot, can only be attributed more than 01 lot only on the condition the bidder has presented a separate list of personnel and materials for each lot and fulfilled the financial and experience criteria for the lots combined

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: *Not Applicable*

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: *Not Applicable*

1.5 Margin of Preference [Applicable for ICB/MC only]

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as: *[insert, if applicable]*

2. Qualification

Factor	2.1 Eligibility					Documentation Required
Sub-Factor	Requirement	Criteria				
		Single Entity	Bidder			
			Joint Venture All partners combined	Each partner	At least one partner	
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in ITB 4.4.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI –1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Beneficiary's country law or Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union. (Para 1.7.1 and 1.7.2 of Guidelines for Procurement of Goods and Works Under the Islamic Development Bank Financing, May 2009 are prevailed)	Not having been excluded as a result of the Beneficiary's country laws or official regulations, or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, in accordance with ITB 4.8	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON – 2

Factor		2.3 Financial Situation				
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last five [5] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. (criterion 1) (criterion 2)	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.1 with attachments
2.3.2. Average Annual Turnover	Minimum average annual turnover of Lot 1: four hundred (400) million Lot 2: six hundred (600) million Lot 3: six hundred (600) million Lot 4: four hundred (400) million Lot 5: Six hundred (600) million Lot 6: four hundred (500) million For Multiple Contracts, Minimum requirement will be the sum of the Minimum average annual turnover for each of the lots put together for which the bidder applied for and qualified calculated as total certified payments received for contracts in progress or completed, within the last five (5) years	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN – 3.2

Factor		2.3 Financial Situation				Documentation Required
Sub-Factor	Requirement	Criteria				
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.3. Financial Resources	<p>The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:</p> <p>(i) the following cash-flow requirement:</p> <p>Lot 1: At least 90 million FCFA</p> <p>Lot 2: At least 130 million FCFA</p> <p>Lot 3: At least 130 million FCFA</p> <p>Lot 4: At least 90 million FCFA</p> <p>Lot 5: At least 130 million FCFA</p> <p>Lot 6: At least 90 million FCFA</p> <p>For multiple contracts</p> <p>Minimum requirement will be the sum of the Cash-flow requirement for each of the lots put together for which the bidder applied for and had qualified</p> <p>and</p> <p>(ii) the overall cash flow requirements for this contract and its concurrent commitments.</p>	Must meet requirement	Must meet requirement	Must meet Twenty five percent (25%) of the requirement	Must meet forty percent (40%) of the requirement	Form FIN-3.3

Factor	2.4 Experience					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last three [3] years prior to the applications submission deadline with at least nine (9) months activity per year starting with the earliest year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
2.4.2 Specific Experience	(a)Participation as contractor, management contractor, or subcontractor, in at least two (2) contracts within the last ten years, each with a value of at least in FCFA Lot 1: 185 million Lot 2: 280 million Lot 3: 280 million Lot 4: 185 million Lot 5: 280 million Lot 6: 185 million For multiple contracts Minimum requirement for the combined contracts shall be the cumulative requirement for each contract for which the bidder applied for and shall be different contracts Lot 1: 2 contracts each with a minimum values of one hundred and eighty five (185) million Lot 2: 2 contracts each with a minimum values of Two hundred and eighty (280) million Lot 3: 2 contracts each with a minimum values of two hundred and eighty (280) million Lot 4: 2 contracts each with a minimum values of one hundred and eighty five (185) million	Must meet requirement	Must meet requirements for all characteristics	N / A	N/A	Form EXP 2.4.2(a)

Factor	2.4 Experience					
Sub-Factor	Requirement	Criteria			Documentation Required	
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
	<p>Lot 5: 2 contracts each with a minimum value of Two hundred and eighty (280) million</p> <p>Lot-6: 2 contracts each with a minimum value of one hundred and eighty-five (185) million,</p> <p>that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer's Requirements.</p>					
2.4.2 Specific Experience	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>2 building construction works for each lot</p> <p>For multiple contracts Minimum requirement for the combined contracts shall be the cumulative requirement for each contract for which the bidder applied for and shall be different contracts</p>	Must meet requirements	Must meet requirements	N / A	Must meet requirement for one characteristic	Form EXP-2.4.2(b)

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

For Lot 2, 3 and 5

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Works Director (Civil Engineer) and is subscribed in the Order of Civil Engineer if a Cameroonian	7	5
2	3 Foremen (Civil Engineer or civil Engineering technician)	5	3
3	1 Surveyor	5	3

Lot 1, 4 & 6

No.	Position	Total Work Experience (years)	In Similar Works Experience (years)
1	Works Director (Civil Engineer) and is subscribed in the Order of Civil Engineer if a Cameroonian	7	5
2	2 Foremen (Civil Engineer or civil Engineering technician)	5	3
3	1 Surveyor	5	3

For multiple contracts, the proposed personnel for each lot must be different from one lot to another for which the bidder is applying for. A bidder using the same personnel for different lots applying for, the personnel presented shall only be considered for one lot only.

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

2.6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

Lot 2, 3 and 5

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete mixer 1m ³ mix volume less than 8 years old	03
2	Hand Vibrator less than 5 years old	01
3	Dump truck at least 7 ton	1
4	Pick up	01

Lot 1,4 &6

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete mixer 1m3 mix volume less than 8 years old	02
2	Hand Vibrator less than 5 years old	01
3	Dump truck at least 7 ton	1
4	Pick up	01

For multiple contracts, the equipment for each lot must be different from one lot to another for which the bidder is applying for. A bidder using the same equipment for different lots applying for, the equipment presented shall only be considered for one lot.

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

Section IV - Bidding Forms

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Letter of Bid

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

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

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
_____;
- (d) The discounts offered and the methodology for their application are: _____;
- (e) Our bid shall be valid for a period of _____ [insert validity period as specified in ITB 18.1.] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If price adjustment provisions apply, the Table(s) of Adjustment Data shall be considered part of this Bid;⁶
- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (k) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer's country.

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

laws or official regulations or by the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union;

- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁷
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁸

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

⁷Use one of the two options as appropriate.

⁸If none has been paid or is to be paid, indicate "none".

Schedules

Bill of Quantities/ Schedules of Activities

LOT	DIVISION	MUNICIPALITY	VILLAGE	Description	Blocks of 3 classrooms	administrative	block VIP Toilet	Fence and Path pavement	No. of schools for Equipment
1	BOYO	FUNDONG	Ngwah, Ikujua	CONSTRUCTION AND EQUIPING OF GOVERNMENT PRIMARY SCHOOL AT IKUJUA NGWAH	2	1	1	1	1
		FONFUKA	FONFUKA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN FONFUKA	2	1	1	1	1
		KUMBO	NTOH	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NTOH	2	1	1	1	1
2	BUI	MBIAME	KOVKI	CONSTRUCTION AND EQUIPING OF GSS KOVKI	2	1	1	1	1
		NONI	BVUGOI	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN BVUGOI	2	1	1	1	1
		NDU	NGARBUJI	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NGARBUJI	2	1	1	1	1
3	DONGA MANTUNG	NKAMBE	Tabenken	CONSTRUCTION AND EQUIPING OF GS TUKU	2	1	1	1	1
		NWA	Nwa Community	CONSTRUCTION AND EQUIPING OF GS NWA	2	1	1	1	1
		MBENGWI	Mbengwi	CONSTRUCTION AND EQUIPING OF GBS GROUP I	2	1	1	1	1
4	MOMO	ANDEK	Ngwonkong community	CONSTRUCTION AND EQUIPING OF GS NGWONKONG	2	1	1	1	1
		BENAKUM A	BENAKUM A	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN BENAKUMA	2	1	1	1	1
		BAMENDA 2	NSONGWA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NSONGWA	2	1	1	1	1
5	MEZAM	BAMENDA 3	Alahie	CONSTRUCTION AND EQUIPING OF 01 SCHOOL AT ALAHIE	2	1	1	1	1
		NDOP	Bamunka Community	CONSTRUCTION AND EQUIPING OF 01 ISLAMIC SCHOOL AT BAMUNKA	2	1	1	1	1
		BABESSI	Gbogobam Baba I	CONSTRUCTION AND EQUIPING OF 01 SCHOOL AT GBGOGAM BABA I	2	1	1	1	1
6	NGOKETU NJA								

Summary

Lot 1

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms	4		
2	Administrative block	2		
3	Block of VIP Toilet	2		
4	Fence and path Pavement	2		
5	Equipping of schools	2		
	Grand Total			
	VAT (19.25%)			
	Total with Taxes			

Lot 2

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms	6		
2	Administrative block	3		
3	Block of VIP Toilet	3		
4	Fence and path Pavement	3		
5	Equipping of schools	3		
	Grand Total			
	VAT (19.25%)			
	Total With Taxes			

Lot 3

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms	6		
2	Administrative block	3		
3	Block of VIP Toilet	3		
4	Fence and path Pavement	3		
5	Equipping of schools	3		
	Grand Total			
	VAT (19.25%)			
	Total With Taxes			

Lot 4

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms	4		
2	Administrative block	2		
3	Block of VIP Toilet	2		
4	Fence and path Pavement	2		
5	Equipping of schools	2		
	Grand Total			
	VAT (19.25%)			
	Total With Taxes			

Lot 5

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms	6		
2	Administrative block	3		
3	Block of VIP Toilet	3		
4	Fence and path Pavement	3		
5	Equipping of schools	3		
	Grand Total			
	VAT (19.25%)			
	Total With Taxes			

Lot 6

No	Infrastructure	qty	amount	Total Amount (FCFA)
1	Blocks of 3 Classrooms A	4		
2	Administrative block	2		
3	Block of VIP Toilet	2		
4	Fence and path Pavement	2		
5	Equipping of schools	2		
	Grand Total			
	VAT (19.25%)			
	Total With Taxes			

1) BILLS OF QUANTITIES FOR THE CONSTRUCTION OF A BLOCK OF THREE CLASSROOMS FOR GP-IRDEP SCHOOLS

No	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
Lot N° 100	SITE INSTALLATION				
101	Site installation	1s	1		
	S/Total lot 100				
Lot N° 200	PRELIMINARY WORKS				
201	Geotechnical studies (penetrometer test)	LS	1		
202	Formulation of concrete C 25 and testing	LS	1		
203	Quality control of concrete samples for foundation, columns, beams and floor slabs at 7, 14 and 28 days	LS	1		
204	Leveling of the Site	m ²	350		
205	Setting Out	FF	1		
	S/Total lot 200				
Lot N° 300	STRIP FOUNDATION				
301	Excavation of Foundation trenches	m ³	33.5		
302	Backfilling and compaction	m ³	21.3		
303	Lean concrete, dosage 150kg/m ³	m ³	3.55		
304	Reinforced concrete, dosage 350kg/m ³ s, for footing, dwafst columns, ground beam and access ramp	m ³	12.5		
305	Mass concrete floor of thickness of 8cm, dosage of 200kg/m ³	m ³	13.2		
	S/Total lot 300				
Lot N° 400	ERECTION OF WALLS				
401	Sand-screed blocks of (15x20x40)cm	m ²	328		
402	Plastering	m ²	984		
403	Reinforced concrete, dosage 350kg/m ³ s, for lintels ,columns, tie beams and beams and pillars of veranda	m ³	19		
404	Sand cement screed on floors	m ²	459		
405	Claustras	m ²	30.34		
406	Black board	U	2		
	S/Total lot 400				
Lot N° 500	Carpentry and Roofing works				
501	Rafters (double) of 3x15cm	m ³	2.184		
502	Purlins (3x8cm) for roofing and fascia board framing	m ³	1.82		
503	Plywood Ceiling (4mm)including noggings (5x5 cm minimum)	m ²	459		
504	Facia board 3x30cm plained	ml	125		
505	Zinc cover for facia board	ml	125		
506	Roofing sheets (Toles bac alu 5/10e)	m ²	340		
507	Top Ridging sheets	ml	33		
508	Corner ridging	ml	22.4		
	S/Total lot 500				
Lot N° 600	METALLIC WORKS				
601	Metallic door 97x220	Unit	3		
602	Angle bar at the Veranda	ml	34.44		
603	Window protector	m ²	20.16		
604	Aluminum Frames and glass shutters of 1.4m x 1.2m	m ²	20.16		
	S/Total lot 600				
Lot N° 700	ELECTRICITY				
701	Earthing of the building	FF	1		
702	Piping and fitting of cups	FF	1		
703	Flexible orange tubes	roll	3		
704	Cables V.G.V.1,5 mm2	roll	3		
705	Cables TH of 2,5mm2	roll	3		
706	Fluorescent lamps of 120	Unit	14		
707	Switches	Unit	7		
708	Sockets embedded in the walls	Unit	6		
709	General connection ,junction boxes, all task necessary for security connections, connection to the existing network in that institution	ls	1		
	S/Total lot 700				
Lot N° 800	PAINTING				
801	White wash	m ²	492		
802	Ceiling with pantex 800	m ²	459		
803	External wall with pantex 1300	m ²	366		
804	Internal wall with pantex 800	m ²	288		
	Paint skirting of 1.5m from floor with oil paint	m ²	492		
805	Wooden and metallic members with oil paint	m ²	22.5		
	S/Total lot 800				

No	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
Lot N° 900	TILING OF FLOORS				
	Provide and place ceramic tiles 30x60 on classroom floors	m2	189		
	Provide and place ceramic tiles 30x60 on veranda	m2	67.5		
	Subtotal Tiling				
Lot N° 1000	DRAINAGE				
901	Concreting of the surroundings with lean concrete 200kg/km3 and 5cm thickness	m²	36		
	Excavation of gutter round the block 30cm wide and 35cm deep	m³	12		
902	Constructing gutters 30x30, concreting of the base and screed	m	80		
	S/Total lot 900				
	TOTAL AMOUNT WITHOUT TAXES				
	TVA (19.25%)				
	TOTAL AMOUNT WITH TAXES				

2) BILL OF QUANTITY FOR AN ADMINISTRATIVE BLOCK

No	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Lot N° 100	SITE INSTALLATION				
101	Site installation	1s	0		
202	Information boards	Unit	0		
	S/Total lot 100				
Lot N° 200	PRELIMINARY WORKS & QUALITY CONTROL				
201	Geotechnical studies	LS	1		
202	Formulation of concrete C 25 and testing	LS	1		
204	Quality control of blockwork	LS	1		
205	Leveling of the Site	m ²	225		
206	Setting Out	FF	1		
	S/Total lot 200				
Lot N° 300	STRIP FOUNDATION				
301	Excavation of foundation trenches	m ³	58.8		
302	Backfilling and compaction	m ³	38.22		
303	Lean concrete, dosage 150kg/m ³	m ³	36.75		
305	RC (D 8mm Rods), dosage 350kg/m ³ s, for footing, dwafit columns, ground beam and access ramp	m ³	6.9		
306	Mass concrete floor of thickness of 8cm, dosage of 200kg/m ³	m ³	8.8		
	S/Total lot 300				
Lot N° 400	ERECTION OF WALLS				
401	Sand-screed blocks of (15x20x40) cm	m ²	190		
402	Plastering of walls	m ²	380		
403	Reinforced concrete, dosage 350kg/m ³ , for lintels, columns, tie beams and beams of veranda	m ³	8.58		
404	Sand cement screed on floors	m ²	110		
	S/Total lot 400				
Lot N° 500	CARPENTRY AND ROOF WORKS				
501	Rafters (double) of 3x15cm	m ³	1.33		
502	Purlins (3x8cm) for roofing and fascia board framing	m ³	1.5		
503	Plywood Ceiling (4mm) including noggings (5x5 cm minimum)	m ²	102.5		
504	Facia board 3x30cm plained	ml	42		
505	Zinc cover for facia board	ml	42		
506	Roofing sheets (Toles bac alu 5/10e)	m ²	257		
507	Roof gutter and drain pipes	ml	62		
508	Top Ridging sheets	ml	12		
508	Corner ridging	ml	28		
	S/Total lot 500				
Lot N° 600	METALLIC WORKS				
601	Iron door 100x180 (in-in)	Unit	1		
602	Angle bar at the Veranda	ml	3		
603	Window protectors (120X140)	Unit	6		
	S/Total lot 600				
Lot N° 700	WOOD WORKS				
701	Supply and fitt hard wood flush doors 80x180cm (in-in)	unit	4		
704	Supply and install hard wood windows frames (120cmx140cm) with insect protection		4		
705	Supply and install hard wood windows (60cmx70cm) with insect protection		2		
	S/Total lot 700				
Lot N° 800	ELECTRICITY				
801	Extension of electricity from grid	ls	0		
802	Earthing of the building	FF	1		
803	Piping and fitting of cups	FF	1		
804	Flexible orange tubes	roll	2		
805	Cables V.G.V.1,5 mm2	roll	4		

No	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
806	Cables of 2,5mm2	roll	2		
807	Low-Voltage round lamps	Unit	8		
808	Low Voltage round bulbs of 60 wttts or equivalent	Unit	8		
809	WallSwitches	Unit	7		
810	Sockets embedded in the walls	Unit	10		
811	General connection ,junction boxes, all task necessary for security connections, connection to the existing network in that institution	ls	1		
	S/Total lot 800				
Lot N° 1000	PAINTING				
1001	Supply and white-wash walls	m ²	380		
1002	Two coats ceiling paintingwith pantex 1300	m ²	102.5		
1003	Painting of external wall with pantex 1300	m ²	42		
1004	Painting of internal wall with pantex 800	m ²	338		
1005	Painting of wooden and metalic members with oil paint	m ²	29.16		
	Sketting of 1m with oil paint	m ²	126.7		
	S/Total lot 1000				
Lot N° 1400	TILING OF FLOORS				
	Provide and place ceramic tiles 30x60 for office spaces	m2	89		
	Provide and place ceramic tiles 30x60 for circulation spaces	m2	21		
	Sub Total Lot No. 1400				
Lot N° 1500	DRAINAGE				
1501	Concreting of the surroundings with lean concrete 200kg/km3 and 5cm thickness	m ²	21		
	Excavation of gutter round the block 30cm wide and 35cm deep	m ³	6.3		
1502	Constructing gutters 30x30, concreting of the base and screeding	ml	42		
	S/Total lot 900				
	TOTAL AMOUNT WITHOUT TAXES				
	TVA (19.25%)				
	TOTAL AMOUNT WITH TAXES				

3) BILL OF QUANTITIES FOR VIP LATRINE BLOCK WITH 6 COMPARTMENTS FOR GP-IRDEP SCHOOLS

Lot No.	DESCRIPTION	Unit	Quantity	Unit Cost	Amount
100	Substructure				
101	Excavation of pit	m ³	50.4		
102	Lining with cement blocks	m ²	42.6		
106	Reinforced concrete 250kg/m ³ floor slab with 5 squatting holes of 15cm diameter	m ³	12.12		
107	Subtotal Substructure				
200	Superstructure				
201	Supply and construct cement blocks Superstructure Walls	m ²	79		
202	Plastering of walls	m ²	148.4		
203	Painting priming with white wash		180		
204	External three coats painting with Pantex 1300	m ²	44.4		
205	Internal 3 coats Painting with Pantex 800, 1.5m from ceiling		51.12		
206	Oil paint sketting, 1m from floor, internal and external	m ²	57.6		
207	2" x 6" rafter	u	32.4		
208	2" x 4" purlins	u	34.56		
209	4/10 Tol Bac roof	m ²	114		
210	Supply and install complete doors of 180cm x70 cm and shutters with Vasette Toilet door Locks	u	6		
211	Supply and construct 40x15x20cm hollow blocks ventilation windows of 6m long and 40cm wide in three pieces	m ²	2.88		
	Oil painting of door frames and shutters	m ²	7.56		
212	Supply, paint Ø100 PVC pipe with black oil paint, plug with fly trap net and install	u	5		
213	Subtotal superstructure				
	TOTAL Without Taxes				
	VAT (19.25%)				
	TOTAL With Taxes				

	ticking, sweeping movement mechanism, Sturdy plastic case and glass lens, easy To Hang. Uses 1 "AA" battery - included for testing				
Lot 500	ITC Center				
501	Desktop Computer System (µP unit, 19" monitor, keyboard, mouse and cables): Intel Core Pentium G840 2.8 GHz, 8 GB DDR3, 1 TB HDD, Intel HD Graphics 2000, Windows 7 professional or Windows 10 Professional English 64-bit, DVD Drive, 6 USB 2.0, 1 VGA, 1 DVI, RJ45, 10/100Mbps LAN, NO WiFi.	Unit	5		
502	Laser Printer: Monochrome, Print Resolution: 600 x 600 dpi, Maximum Print Size: 8.5 x 14", Minimum Print Size: 3 x 5"	Unit	2		
503	Computer Table made with hardwood of L=1.5m, W=60cm and H = 75cm	Unit	3		
504	Computer Chair made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	Unit	14		
505	Book shelves made with hardwood of L =4m, W = 30cm H= 2.5m divided in compartments as will be specified by the Project Engineer	Unit	1		
506	Flipchart Board with main features as: Blackboard area: 68 x 74.5 cm. Magnetic and write-on blackboard surface, can be labeled, Convenient metallic block holder, Metallic pencil groove on the entire breadth, Length adjustment between 175 and 200 cm, Paper clamp and hooks	Unit	1		
507	100V-250V Surge Protector for Worldwide use. Protects your equipment with built in circuit breaker , 6 Universal outlets extension set Circuit Breaker. Universal Outlets accept plugs from any country. 6 ft cord US Plug Input voltage: 100V-250V, Maximum capacity: 15Amps or 2500 watts. Response < 1 Nanosec. Made of incombustible plastic material	Unit	3		
508	Voltage Regulator : Single Phase, AC, Input voltage: 140~260V or 90~260V or Customized, Output voltage: 220V±1.5%, Type: 2000VA Automatic Voltage Regulator, Certificate: CE, ISO9001:		1		
509	Diesel Generator: Compact and Portable Power 2000w, Non-contact transistorized ignition(C.T.I)System for easy and quick starting, Engine Characteristics: Advanced OHV, air-cooled, 4 stroke engine; delivers non-fluctuating power for a long time, * Light and compact design, * Low fuel consumption' * Easy and fast starting and installing' * Lower noise and small vibration' * CE certificated approved		1		
Lot 600	Related Services				
601	Distribution cost	Ls	1		
602	Installation, testing cost and Training	Ls	1		
	Total Supply Without Taxes				
	VAT (19.25%)				
	Total With Taxes				
	AIR (2.2%)				

MODEL OF UNIT PRICE BREAK DOWN

N° Price	Description of activities	Daily out put	Total Quantity:	Unit	Activities Duration:
A - PERSONNEL	Category	number	Daily Salary	Paid Mandays	Amount
B - EQUIPMENT	Type	number	Total A		
			daily rate	Days billed	Amount
C - MATERIALS	Type	unit	Total B		
			Unit price	Quantity	Amount
			Total C		
D	TOTAL Direct cost		A + B + C		
E	General site expenses		D x YY%		
F	General head office expenses		D x ZZ%		
G	Cost price		D + E + F		
H	Risk and profit		G x PP%		
I	Total cost excluding taxes		G + H		
J	UNIT PRICE WITHOUT TAX		I/QTY		

Form of Bid Security (Bank Guarantee)

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Form of Bid Security (Bid Bond)

BOND NO. _____

BY THIS BOND [*Name of Bidder*] as Principal (hereinafter called "the Principal"), and [*name, legal title, and address of surety*], authorized to transact business in [*Name of country of Employer*], as Surety (hereinafter called "the Surety"), are held and firmly bound unto [*name of Employer*] as Obligee (hereinafter called "the Employer") in the sum of [*amount of Bond*]⁹ [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the ____ day of _____, 20__, for the construction of [*name of Contract*] (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity; (i) fails or refuses to execute the Contract Form, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

⁹ The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

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

Bidder's Qualification

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

Form ELI 1.1

Bidder Information Sheet

Date: _____

Bidding No.: _____

Invitation for Bid No.: _____

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1 <input type="checkbox"/> In case of government-owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form ELI 1.2

Party to JV Information Sheet

Date: _____ Bidding No.: _____
Invitation for Bid No.: _____
Page _____ of _____ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form CON - 2

Historical Contract Non-Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)

- ☐ Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria)
- ☐ Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)

- ☐ No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria)
- ☐ Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below

Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC

Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation

Form FIN – 3.1 Historical Financial Performance

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____ Bidding No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ () years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
 - Historic financial statements must be audited by a certified accountant
 - Historic financial statements must be complete, including all notes to the financial statements
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN – 3.2

Average Annual Turnover

Bidder's Legal Name: _____ Date: _____

JV Partner-Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
*Average Annual Construction Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN3.3

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Experience
Form EXP 2.4.1
General Experience

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____ Bidding No.: _____
 Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP – 2.4.2(a)

Specific Experience

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Similar Contract Number: ____ [<i>insert specific number</i>] of ____ [<i>insert total number of contracts</i>] required	Information		
Contract Identification			
Award date			
Completion date			
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount			US\$ _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %		US\$ _____
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

Form EXP – 2.4.2(a) (cont.)
Specific Experience (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages
JV Partner Legal Name: _____

Similar Contract No. ___[insert specific number] of ___[insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

Form EXP – 2.4.2(b)

Specific Experience in Key Activities

Bidder's Legal Name: _____ Date: _____
 JV Partner Legal Name: _____ Bidding No.: _____
 Subcontractor's Legal Name: _____ Page _____ of _____ pages

	Information		
Contract Identification			
Award date			
Completion date			
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount			US\$ _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

Form EXP – 2.4.2 (b)(cont.)

Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____ Page _____ of _____ pages

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III (Evaluation and Qualification Criteria):	

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.7 of the Guidelines for Procurement of Goods and Works Under Islamic Development Bank Financing, May 2009, the Bank permits firms and individuals from all member countries to offer goods, works and services for Bank-financed projects. It is a fundamental policy of IDB that the bidding documents shall unequivocally stipulate that the providers of goods and works, and their associates and subcontractors, shall be in strict compliance with the Boycott Regulations of the Organization of the Islamic Conference, the League of Arab States and the African Union. The Beneficiary shall advise intending contractors and suppliers that bids will only be considered from contractors and suppliers who are not subject to said Boycott Regulations. Bidders, through an agent in the Member Countries concerned or through one of the Member Countries' Embassies in the country of origin of the bidder, may acquire a certificate which certifies that the bidder is not blacklisted.

For the boycott requirement, the eligibility of a supplier or contractor will be determined during the evaluation process. In cases where suppliers or contractors withhold information to evade disqualification on account of the boycott requirement, the Beneficiary will have the right to cancel the contract at any time and also to penalize such parties and claim compensation for losses incurred, as a consequence thereof, by the Beneficiary and IDB. IDB reserves the right not to honor any contract if the supplier or contractor involved is found to be subject to the boycott requirement.

For the purpose of eligibility, a Member Country contractor or supplier is defined as follows:

- i. *it is registered or otherwise organized in a Member Country of the IsDB;*
- ii. *its principal place of business is located in a Member Country of the IsDB;*
- iii. *it is more than 50% beneficially owned by a firm or firms in one or more Member Countries (which firm or firms must also qualify as to nationality) and/or citizens of such Member Countries;*
- iv. *not less than 80% of all persons who will perform services under the contract, whether employed directly or by a subcontractor, are nationals of IsDB Member Countries; and*
- v. *the majority of managerial and professional staff are nationals of the Beneficiary Member Country or of other Member Countries.*

For the purpose of these Guidelines, a domestic firm of a Member Country is defined as follows:

-
- i. *it is registered or incorporated in the Beneficiary Member Country;*
 - ii. *its principal place of business is located in the Beneficiary Member Country;*
 - iii. *it is more than 50% beneficially owned by a firm or firms in the Beneficiary Member Country (which firm or firms must also qualify as to nationality) and/or citizens of such Member Country;*
 - iv. *not less than 80% of the persons who will perform services under the contract in the Beneficiary Member Country, whether employed directly or by a subcontractor, are nationals of the Beneficiary Member Country; and*
 - v. *the majority of managerial and professional staff are nationals of the Beneficiary Member Country.*

2. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (a) As a matter of law or official regulation, the Beneficiary's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
- (b) By the Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union, the Beneficiary's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

3. For the information of Beneficiary's and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to paragraph 2 (a) above:
[Insert list of countries prohibited under official regulations of the country]
- (b) With reference to paragraph 2 (b) above:
[Insert list of countries which are barred under Boycott Regulations of the Organization of the Islamic Cooperation, the League of Arab States and the African Union]

PART 2

Employer's Requirements

Section VI - Employer's Requirements

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Specifications

TECHNICAL SPECIFICATION for construction works

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1. SITE WORK

SCOPE OF WORK

- Setting out building, establishing of lines, grades and benchmarks,
- All excavation work including all necessary shoring, bracing, and drainage of storm water from site.
- All backfilling and grading, removal of excess material site.
- Protection of property, work structures, workmen, and other people from damage injury.

LINES, GRADES AND BENCHMARKS

- Set out accurately the line of the building and of the other structures included in contract, and establish grade therefore, after which secure approval by engineer before any excavation work is commenced.
- Erect some basic batter boards and basic reference marks, at such places where they will not be disturbed during the construction of the foundation.

2. EARTHWORKS

EXCAVATION:

Excavations shall be to the depths indicated for safe bearing values, excavations for footings and foundations required depths shall be filled with concrete, and bottom of such shall be levelled. All structural excavations shall extend a sufficient distance from the walls and footings to allow for proper erection and dismantling of forms, for installation of services and for inspection. All excavations shall be inspected and approved before pouring any concrete, as well as for the placing of selected fill materials.

The contractor shall control the grading in the vicinity of all excavated areas to prevent surface drainage running into excavations. Water accumulated in executed areas shall be removed by pumping before concrete is placed.

FILLING AND BACKFILLING

After forms have been removed from footing, piers, foundations, walls, etc and when setting of concrete is hard enough to resist pressure resulting from fill, backfilling may then be done. Materials excavated may be used for backfilling, all filling shall be placed in layers not exceeding (15 cm) in thickness, each layer being thoroughly compacted and rammed by wetting, tamping and rolling to desired density.

PLACING AND COMPACTING FILL

- Ordinary fill shall be approved on site-and could be select approved excavated material free from roots, stumps and other perishable or objectionable matter.
- Select fill-shall be placed where indicated and shall consist of crushed rock, or a combination there of. The material shall be free from, vegetable matter and shall be thoroughly tamped after placing.
- Before placing fill material, the surface upon which it shall be placed shall be cleared of all bush roots, vegetable matter and debris, scarified and optimally wetted to insure good bonding between the two layers

DISPOSAL OF SURPLUS MATERIALS

Any excess material remaining after completion of the earthwork shall be disposed of by hauling and spreading in nearby spoil areas designated. Excavated material deposited in spoil areas is graded to a uniform surface.

3. WATER PROOFING

DAMP-PROOF COURSE:

The horizontal and vertical damp-proof course, unless otherwise specified, shall be:

- (a) Of BITUMINOUS sheeting.
- (b) Of POLYETHYLENE sheeting, surfaces 0,38 mm thick (375 microns).

The damp-proof course shall be the full thickness of walls above foundations, plus the width of sleeper plates where these occur, and shall be laid without longitudinal joints. At end joints, angles and intermediate junctions the sheeting shall be lapped 150 mm. Where so specified all laps in the damp proof course shall be sealed over the whole area of laps, to an approved method. Care shall be taken not to tear or otherwise damage the sheeting.

Similar damp-proof course, 120 mm wide, shall be laid on sleeper piers under the floor bearers.

DAMP-PROOF MEMBRANE:

The under-surface bed damp-proof membrane, unless otherwise specified shall be: of polyethylene sheeting, plain surfaces 0,25 mm thick (250 microns) laid in the widest practical widths to minimize joints and shall be turned up, dressed to load bearing walls and if applicable lapped with the damp-proof course in the walls.

4. REINFORCED CONCRETE:

GENFERAL

Unless otherwise specified herein concrete works shall conform to the standard requirements of civil engineering practice

MATERIALS

- Cement for the Concrete shall conform to the requirements of specifications for the Artificial Portland cement (CPA 325) of the CIMENCAM S.A.
- Water used in mixing block work or concrete shall be clean and free from any other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
- Sand: Fine aggregates shall consist of hard, tough, durable, and uncoated particles. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of suitably graded manufactured quarry sand.
- Gravel: Course aggregate shall consist of, crushed gravel or rock; it shall be of hard, tough, durable, lean, and uncoated particles.
- Reinforced Bars shall conform to the requirements of standard specifications for steel Bars for concrete reinforcement and to specification for minimum requirements for the deformed steel bars for concrete specifications.
- All secondary ties such as stirrups, spirals and insets may be plain bars. The main reinforcing bars shall be as follows:

NO 1.	φ	6mm
NO 2.	φ	8mm
NO 3.	φ	10mm
NO 4.	φ	12mm
NO 5.	φ	14mm
- The reinforcement must be tied form using binding wire. Do not superpose more than 3 bars by putting 1 on top of the other. Bars having the largest section must always be provided with hooks at their extremes.

PROPORTIONING AND MIXING OF CONCRETE

Proportions of materials in 1 m³ of concrete shall be as follows

Class	Cement	Sand	Gravel	Use
'A' 450Kg/1m ³	1	1	2	Retailing walls, concreting under water
'B' 350Kg/1m ³	1	1	2.5	Footings, columns, beams & R.C. slabs
'C' 250Kg/1m ³	1	3	4	Blinding concrete, slab

- All class of concrete shall have a 28-day strength of 2.5KN/m³ for all concrete work, except otherwise indicated on the plan.
- Mixing – concrete shall be machine mixed. Mixing shall begin within 30minutes after cement has been added to aggregates. In the absence of a concrete mixer, manual mixing is allowed on a clean slab and has to be approved by the engineer.

FORMS

- Forms shall be used wherever necessary to confine the concrete and shaped it to the required lines to avoid the concrete from contamination with materials from the surroundings. Forms shall be of sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in the correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete, for forms exposed surfaces against which backfill is not to be placed shall be lined with a form grade plywood.
- Cleaning and oiling of forms – Before placing the concrete, the contact surfaces of the form shall be leaned of mortar, grout or other foreign materials, and shall be quoted with commercial form oil that will effectively prevent sticking and will not stain the concrete surface.
- Removal of forms – Forms shall be removed in the manner, which will prevent damage to the concrete. Forms shall not be removed without approval. Any repairs of surface imperfections shall be performed at once and airing shall be started as soon as the surface is sufficiently hard.

PLACING REINFORCEMENT

- **GENERAL** – Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacers, supporters and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed shall be free from loose, flaky rust and scale oil grease, clay and foreign substances that would reduce or destroy its bond with concrete. Reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers and ties. Such supports shall be of sufficient strength to maintain the operation. The supports shall be used in such manner that they will not be exposed or contribute in any way to the deterioration of the concrete.
- **PLACING** – Concrete shall be vibrated into the corners and angles of the forms and around all reinforcements and embedded items without permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items or elsewhere as directed, the discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimetres in depth within the maximum, lateral movements specified.
- **Time interval between mixing and placing concrete** shall be placed before initial set has occurred and before it has contained its water content for more than 45 mins.
- **Consolidation of Concrete** – Concrete shall be consolidated with the aid of; mechanical vibration equipment and supplemented by hand spading and tamping vibrators shall not be inserted into the lower course that have commenced initial set and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation

around major embedded parts shall be by hand spading and tamping and vibration shall not be used.

- **Placing concrete through reinforcement** – In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the forms makes placing difficult, a layer of mortar of the same cement sand ratios as used in concrete shall be first deposited to cover the surface.

CURING

- **GENERAL** – All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
- **Moist Curing** – The surface of the concrete shall be kept continuously wet by covering with plastic or other approved materials thoroughly saturated with water and keeping the covering by wet spraying or intermittent hosing.

FINISHING

- **Concrete surfaces** shall not be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth to line and shall present finished appearance except for minor defects which can easily be repaired by patching with cement mortar or can be ground to a smooth surface to remove all joint marks of the form work.
- **Concrete slabs on fill.** The concrete slab on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of over laying slab except as indicated otherwise.

5. BLOCK WORKS

MATERIALS

- Concrete hollow blocks shall have a minimum face wall thickness of 20cm. Normal size shall be 20, 15, 10cm thick with height of 20cm and length of 40cm. All units shall be stored for a period of not less than 28days (including curing period) and shall not be delivered to the job site prior to that time unless the strength equal or exceed those mention in this specification.
- Wall reinforcement shall be No. 3 or 10mm steel bars.
- Sand shall be river sand, well screened, clean, hard, sharp siliceous, free from loam, silt or other impurities, composed of grains of varying sizes within the following limits:

Sieve No	Passing/Retain	Percentage
9	Pass	100
16	Retained	5
100	Retained	7

- Cement shall be Artificial Portland cement, (APC 325)

- Mortar – Mix mortar from 3 – 5 mins in such quantities as needed for immediate use, re-tampering will be permitted if mortar stiffens because of premature setting. Discard such materials as well as those, which have not been used within 1hr after mixing.
- **Proportioning:** Cement mortar shall be one (1) part Portland cement and two (2) parts sand by volume but not more than one part Portland cement and three (3) parts sand by volume.

	Normal Proportion	Maximum Proportion
Cement	1	1
Sand	2	3

ERECTION

- All masonry shall be laid plumb, true to line, with level and accurately spaced courses, and with each course breaking joint with the course below. Bond shall be kept plumb through out, corners shall be plumb and true. Units with greater than 12% absorption shall be wet for at least 2 hrs before laying. Work required to be built in with masonry, including anchors, wall plugs and accessories, shall be built as the erection progresses.
- Masonry Units – Each course shall be solidly bedded in Portland cement mortar. All horizontal and vertical points shall be completely filled with mortar and as laid, each course shall be bonded at corners and intersections. No cells shall be left open in face surfaces. All cells shall be filled up with mortar for exterior walls. Units terminating against beam or slab so fit shall be wedged tight with mortar. Do not lay cracked, broken or detached block.
- The block work shall be carried up in a uniform manner, no one portion being raised more than 1,2 m above another at one time.
- Lintels shall be of concrete and shall be enforced as shown on the drawings. Lintels shall have minimum depth of 20 cm and shall extend at least 20cm on each side of opening.

MORTAR JOINTS:

- Mortar joints to block work generally shall be 10 mm in thickness.
- The joints in block work receiving plaster, tiling or similar finishing, shall be raked out whilst the mortar is soft to form key for the plaster or mortar backing. The depth of the raking out will depend on the condition of the blocks; the rougher the blocks on face the shallower the raking out and the smoother the blocks the deeper the raking out.

6. PLASTERING:

Walls shall be well wetted before plastering is commenced.

The surfaces of internal plaster shall be steel trowel led to a smooth, even and true finish. External plaster shall be finished to a true and even surface with a wood float. All plaster surfaces shall be free from blemish.

Plaster shall be returned into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.

The Engineer shall approve the rendering coat of plaster in two-coat work before the setting coat is applied, and notice shall be given to the Engineer, when it is ready for inspection.

All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

Plaster on walls shall be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete ceilings and beams shall not be less than 9 mm or more than 16 mm in thickness, unless otherwise specified.

SCAFFOLDING

- Provide all scaffolding require for masonry work, including cleaning down on completion remove.

7. FLOORING AND TILING

SCREED FLOOR:

- Concrete sub-floors finished with wood mosaic, vinyl sheeting and tiles, and similar finishing shall be screed with 3:1 cement mortar, of thickness required but in no case less than 12 mm, and steel troweled to a true and smooth surface suitable to receive finishing's. Concrete sub floors finished with wood block and similar finishing, shall be similarly scree but finished to a true and even surface with a wood float. The sand used in the mortar shall be of such fineness as will allow of the screed being troweled to a surface suitable to receive the finishing.
- The screed shall be laid before the concrete sub-floors have matured otherwise the exposed surfaces of concrete shall be thoroughly cleaned with a wire brush, and a coat of neat cement grout applied immediately before the screed is laid.
- The screed shall be laid in good time to allow of it being perfectly dry when the finishes are laid.
- No traffic shall pass over nor shall any building operations take place on the screed without proper covering first being provided.

VITRIFIED FLOOR TILE INSTALLATION

- Do not start floor tiling in works that involve tilling both wall and floor, finish with wall tiles before starting the flooring
- Before spreading setting bed, establish borderline center wires in both directions to permit laying pattern with minimum of cut tiles. Lay floors without borders from centerline outwards. Make adjustments at walls.
- Clean concrete sub floor and moisten it without soaking. Sprinkle dry cement over surface. Spread setting bed mortar on concrete and tamp to assure good bond over the entire area then screed to smooth level bed. Set average setting bed thickness at 15mm but never less than 12mm.

WALL TILE INSTALLATION.

- Scratch coat for application, as foundation coat shall be at most 12mm while still plastic, deeply scratch coat or scratch and cross scratch. Protect scratch coat and keep reasonably moist within seasoning periods. Use mortar for scratch, float coat, within 1hr after mixing. Tempering of partially hardened mortar is not permitted. Scratch coat shall be cured for at least 2 days before starting tilling.
- For last coat, use one part Portland cement, one part hydrated lime.
- The tiles shall alternatively be fixed directly to plastered walls with an adhesive approved by the Engineer or the tiles shall be fixed direct to walls in 3:1 cement mortar with horizontal and vertical joints continuous, and shall have all joints rubbed in solid with neat white cement grout. Tiles shall be well soaked in water before fixing and thoroughly cleaned off after fixing.

8. CARPENTRY AND JOINERY WORK

MATERIALS

QUALITY OF TIMBER: Timber shall be of approved quality of the respective kind for the various part of the works, well-seasoned, thoroughly dry, and free from large, loose, or unsound knots, saps, shakes and other imperfections impairing its strength durability or appearance. All finishing timber to be used shall be completely dried and shall not contain more than 14 % moisture. It may be of the following (Doussie, Maobi, Tali, Azobe, Iroko, Bibinga, Mahogany etc)

TREATMENT OF THE TIMBER:

- All concealed timber shall be sprayed with solignum or its equivalent
- Surface in contact with masonry and concrete shall be coated with creosote or equivalent.
- All door/window sashes shall be well-seasoned, flush type or semi hollow core or solid core, plywood veneers on both sides. Exterior door shall be of dried panel doors

KIND OF TIMBER

All unexposed timber for framing shall be of hard wood (mahogany, iroko, etc). All window and doorjambs shall be of hard wood Balcony railings, flooring, girder and joints shall be also of hard wood. All interior flooring shall be of well-seasoned mahogany. Living room wood panels at the second floor shall be of plywood. Eaves shall be of seasoned white wood or Bac Alu. Exterior sidings shall be seasoned sun-dried V-cut white wood or Bac Alu.

9. ARCHITECTURAL FINISHES SCHEDULE:

FLOORING

Interior flooring may be normal or of vitrified tiles of 210 x 210mm. Toilet floors shall be mosaic tiles. Balcony floors may be normal or of 210x210mm vitrified tiles.

WALLING

All interior partitions shall be of 15cm thick block walls.
Exterior walling shall be 20cm thick block work.
Walls shall be plastered and given a good finish.
Toilet wall finish shall be of 100x100mm ceramic tiles.

CEILINGS

All interior ceiling shall be of strip ceiling.
Outside ceiling eaves shall be of strip ceiling, with air Vents covered with screen.

DOORS

All interior doors shall be hard core flushed.
All toilet doors shall have one side using waterproofed plywood facing inside. Bring float coat to flush with screed or temporary guide strips placed to the even surface at proper distance from the tile-finished face.
Setting wall tiles; soak wall tiles thoroughly in clean water before setting. Set wall tile by troweling neat Portland cement skim coat on the float coat or apply skim coat to back of each tile unit. Immediately float tile in place. Make joints straight, level and perpendicular. Maintain vertical joints plumb.
Grouting: Grout joints in wall tile with neat white cement immediately after suitable area of tile has been set. Tool joints slightly concave, cut excess mortar and wipe from face tile. Roughen interstices of depressions in mortar joints after grout has been cleaned from surface. Make joints between wall tile, plumbing and other built in fixtures with light colored caulking. Immediately after grout has had its initial set, give the wall surfaces protective coat of non-corrosive soap.
All exterior doors shall be solid panel doors or metallic.

WINDOWS

All windows shall be of aluminum and sliding with dimensions as indicated on the plan.
Other windows as indicated in the plan shall be glass jalousie.
Glass and glazing: all windows shall be glazed on the outside with steel casement putty, glass shall be puttied and face-puttied in a neat trim line manner, with steel glazing chips.

FINISHING HARDWARE.

Butt hinges: unless otherwise approved, use brass, polished and finely finished, mortise ball bearing 5 knuckles, non-rising loose pins, Use one and one-half pairs (3) pairs of hinges per leaf of doors more than 1.80m high, loose pin butt for room doors, fixed pin butt for closed.

Keying and keys; locks shall be keyed in sets and sub sets to provide maximum expansion. All sets shall be grand master and all entrance locks shall be great grand mastered keyed per unit.

RIM BOLTS: Rim bolts keeper shall be chrome finished.

DOOR BUMPERS: Where wooden doors shall strike an object during opening provide door bumper.

Cabinet hinges shall be "Washington" type or Plano hinges heavily chrome or nickel-plated.

Cabinet and closet catches shall be plastic roller types.

Provide Yale door closers for all swing exterior doors. (pivoted)

Provide heavy-duty head and foot bolt for the main entrance doors.

10. ROOFING

MATERIALS:

ROOF SHEATHING: shall be roofing corrugated aluminium according to standard specifications

INSTALLATION WORKMANSHIP:

Sheathing – layout the roofing sheets in a manner that the side over lap faces away from the prevailing wind. Provide adequate overlap on ends. Secure the roofing tiles/sheets to purlin by using hook on the tiles.

11. PLUMBING WORKS:

GENERAL:

All work shall be done under the direct supervision of a licensed plumber and in strict accordance with this specification and of the methods as prescribed.

MATERIALS:

Diameters, of evacuation tube to be used in fitting.

- Priority recruitment for local labour, as well as the use of local materials;
- Putting of warning Signs (sign boards) at building site during and after work; putting speed limits warning signs as well in order to protect the safety and health of the resident population and of site workers;
- The wearing of appropriate equipment & attire (e.g work clothes) by site workers.
- Restoring (*putting back to its original nature*) gradually installations at building site at the end of works;
- Organizing information and sensitizing campaigns for site workers and the beneficiary populations, on medical risks, risks of accidents, and on the impacts of poaching.

According to the various phases of work, under the control of contracting authority-Mayor (Council development officer) assisted by the local representatives of the MINEP and the GP-IRDP, the provisions here-in will have to be considered or implemented by the contractor.

1. Starting of works and sensitization of stakeholders

Before the effective start of works, the company or enterprise must prepare an environmental action plan specifying the whole of environmental measures to be implemented, as well as rules of procedures mentioning in a specific way the safety requirements and in particular the wearing of appropriate equipment (work clothes) and speed limit warning signs. Furthermore, these internal rules and regulations will have to prescribe the prohibition of alcohol consumption during working hours, to transport or hunt game, to abusively use wood for fuel, as well as the sensitization of the personnel on the dangers of the STI/SIDA, the respect of the customs and habits of the populations of the area. These rules must be pasted within the company.

On the other hand, an information and sensitization campaign of the personnel and residents will have thus to be organized beforehand and their attention will have to be drawn to all these aspects, including the calendar of execution, the employment opportunities. In particular, these stakeholders should be informed on the reasons for the choice of the site for the localization of the micro-project as well as the environmental action plan. This sensitization campaign will have to be re-lunched during the execution of the work.

2 Setting up a building site

a) Localization

The importance of setting up a site is determined by the volume and the nature of work to be realized, the number of workmen or labourers, the number and the type of machines. The plan of setting up a building site will have to take into account management and protection measures.

In this regard, the selected site must be at a distance from at least:

- 50 m off the road.
- 100m off a lake or river.
- 100m off habitation (dwelling);

The site will have to be selected in order to limit clearing, the pulling up of shrubs or bushes and the demolition of the trees. The valuable trees will be preserved and protected.

The site must be selected away from sensitive zones particularly the marshy zones, the wetlands, sacred zones and the hillsides. Lastly, the site should envisage an adequate Water drainage on the whole of its surface

b) Equipment

The office and housing area in the working site for the personnel must be equipped with sanitary facilities (latrines, septic tanks, absorbing wells, wash-hand basins and showers) according to the number of the work force. The water tanks (reservoir) will have to be installed and the quantity of water must be adequate with the needs. Adequate drainage must protect the installations.

c) Management of solid waste and liquids

Receptacles (*containers*) to receive waste are to be installed near the various installations. These receptacles are to be emptied periodically and the waste deposited in a garbage can for recuperation by the Council or in a dumping pit. This pit must be located at least 100m from the installations and in case of a river at least 150m away. At the end of work the pit is to be filled (restored) with soil up to the level of the original soil.

The pads (apartment) for servicing and washing of the machines will have to be concreted and equipped with a sump - *container into which a liquid that is not needed can flow*) for recuperation of oils and greases. Worn oils or drainage oil are to be stored in barrels and kept in a secured place while waiting to be moved to a specialized centers for treatment. It is the same process for oil filters, batteries and other toxic waste.

3 Recruitment of the site workers, health and safety

The contractor is expected to make use of in the most possible way local labour in the area or zone where work is to be realized or executed. Failing to find the qualified personnel on the spot, he is authorized to recruit labour in the wider working area.

Apart from the training and information for the personnel on the aspects mentioned above (point 1), the contractor must provide his workmen with the necessary safety and adequate equipment, according to the duty post - anti-dust to prevent dust particles, anti-noise helmet, safety shoes, boots, glove, glasses etc.

During the works, mobile and fixed signs or notice will be put in place in order to ensure the safety of the staff and resident population. The company or enterprise will carry out routine watering of the site in order to limit dust particles. He will also take care of the speed limits of the various vehicles and machines (less than 40 Km/h). In the same way, he will have to take care that all the temporary deviations are identified in collaboration with the resident population, and the deviations do not affect the sensitive zones.

4 Opening up and exploitation of quarries and borrowed zones

a) Opening up and exploitation:

The opening up and the use of quarries are regulated by:

- Law 64/LF/3 of April 6, 1964;
- Decree 64/Lf-163 of May 26, 1964,
- Ordinance 74/2 of July 6, 1974,
- Law 76/14 of July 8, 1976 modified and supplemented by that of NO 90/021 of August 10, 1990,
- Decree 88/772 of May 16, 1988 modified by decree 89/674 of April 13, 1989,
- Decree 90/1477 of November 9, 1990.

The quarries exploited on the public lands are subjected to authorization.

The quarries exploited on private lands are subjected to declaration.

The contractor will have to ask the authorizations envisaged by the texts and for payments in force and will take responsibility for all his related expenses, including the expenses for an eventual compensation of the owner or proprietor.

The contractor will have to present a programme (Plan) for exploitation of the quarry according to the volume to be extracted for works and the reserves.

If the exploitation of the quarry requires noise (*sound, blast*), the residents should consult the exploitation schedules, and the generated noise will not have to exceed 90 decibels at the level of the residents.

The spot for quarry deposits will have to be selected so as not to obstruct the run-off water and will have to be protected from erosion. The contractor will have to obtain controller's approval for the quarry deposits spot.

b) Bringing back the site to initial or original state (Restoration of the site) & withdrawal from the site

At the end of works, the site will have to be brought back to its initial or original state. In this regard, installations necessary hereafter will have to be carried out:

- The adjusting of opening materials, then the levelling of the site and in particular levelling of the top soils in order to facilitate the infiltration of water, re-planting of grass and trees as the case may be,
- Restoration of the former natural flows,
- Removal of the dilapidated aspect of the site,
- Fitting up (either through re-filling) of pits in order to avoid the erosion of the degraded soil,
- Restoration of the pit and recuperation of surface waters and conservation of the slope, if the quarry or the borrowed zone can be used for other uses - livestock, playgrounds for the inhabitants, etc.

As regards the working site, the contractor will complete all necessary work to restore the site (bringing the site to its original state). The contractor will have to take away all his material & machines. He is not supposed to abandon any equipment nor materials on the site, or at the surroundings, without prior notice of the controller.

This restoration of the site relates to all its deviations and contours (e.g. foot paths etc) set up during the works.

It is desirable that the sites should be restored in a progressive way.

5. Clearing of undergrowth and pruning

Clearing of undergrowth and pruning of the immediate surroundings of the work in order to improve on the sunning conditions of the earth roads and also to improve on the visibility.

As regards pruning, all the branches overhanging the platform will be cut vertically passing by the clearing limit. All the trees will be cut down overhanging the immediate surroundings and threatening to fall on the work or to impede circulation after a tornado.

The question on clearing of the undergrowth consists of cutting at ground level without uprooting the vegetation.

All trees and shrubs at the entrance and exit of the works (bridges, etc.) will be uprooted so as to facilitate the running of water and to facilitate the regular inspections of the works.

Lastly, it is requested from the contractor to identify as from the starting of works, the buyers (middlemen) of the aforementioned waste among the residents (fodder for the cattle, for construction, fuel wood, etc). It is prohibited in the areas of the Extreme North and North to burn on the spot wastes vegetation that have been cut.

For other regions, if the burning of waste is authorized by the Controller, the contractor must take additional precautions by increasing for example the width of the safety belts around waste to burn, and prevent the residues from being an obstacle to the running off of water.

6 Management of water Resources

The contractor will have to avoid any conflict which can result from the use of water resources, in particular in the Northern regions of Cameroun.

Thus, for these water needs or requirements (watering of area around the works), the taking away, will have to be done after obtaining the necessary authorization from the competent services (Regional Delegation of Water and Energy) and in consultation with the beneficiary populations.

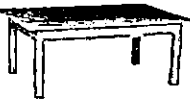
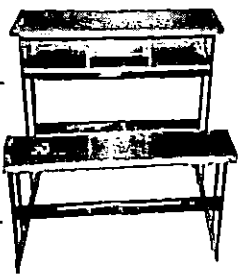


In any case, the company or enterprise will have to avoid taking away important items in seasonal rivers, likely to stop the water satisfaction needs of the residents or beneficiary population. In addition, he will have to avoid intervening in sensitive zones; avoid introducing various pollutants resulting from washing or draining of vehicles oil and machines. Lastly, he will not have to undertake the installation of equipment that can stop the flowing of rivers, without prior notice of the competent Services.




7 Compensation for the damages caused to third parties

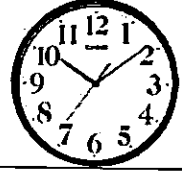
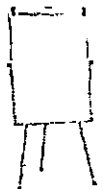
It can happen that the company hurts an individual in a deliberate or accidental manner (destruction of crops, habitat, etc). If this wrong is not taken into account by the project owner or contracting authority, it will have to be compensated with the expenses from the company and satisfactorily to the party. On the other hand, he will have to issue a certificate of compensation to him, in order to avoid any other later complaints.


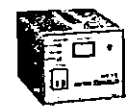

TECHNICAL SPECIFICATIONS FOR THE SUPPLY OF SCHOOL EQUIPMENT TO GRAASSFIELD II

However, high specifications will be accepting but not at any additional cost to the client.

S/N	Item Specifications	Remarks/ Model
Lot 100	Classroom Furniture	
101	Teachers' Table made with hardwood with dimension L = 1.5m, W = 80cm H: 80cm	
102	Teachers' Chair made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	
103	Hardwood benches with wooden frame having seating and writing tops for 3-4 years i.e., classes 1&2 seat 30cm high and table 45cm high, length of 120cm	
104	Hardwood benches with wooden frame having seating and writing tops for 5-7 years i.e. classes 3 & 4 seat 35cm and table 55cm high, length of 120cm	
105	Hardwood benches with wooden frame having seating and writing tops for 8 years plus i.e. classes 5 & 6 seat 40cm high and table 60cm high, length of 120cm	
106	Plastic container of 20 litres with a tap for drinking water	
Lot 200	Head Teacher's Office	
201	Executive Table: made with hardwood with dimension L = 1.5m, W = 80cm H: 80cm and two drawers attached underneath the working surface	
202	Visitors' chair: made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	
203	Executive Chair: made with hardwood with dimension W = 45cm, D = 50cm H: 60cm with arms rest and foamed surfaces	

S/N	Item Specifications	Remarks/ Model
204	Cupboard/shelves made with hardwood of dimension H= 2.5m, L = 1.5m and W = 40cm divided into compartment as will be provided by the Engineer	The Engineer to provide design
Lot 300	Head Teacher's Secretariat	
301	Mini Executive Table: made in hardwood with dimension L = 1.3m, W = 60cm H: 80cm	
302	Secretary Chair: made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	
303	Desktop Computer System (µP unit, 19" monitor, keyboard, mouse and cables): Intel Core Pentium G840 2.8 GHz, 8 GB DDR3, 1 TB HDD, Intel HD Graphics 2000, Windows 7 professional or Windows 10 Professional English 64-bit, DVD Drive, 6 USB 2.0, 1 VGA, 1 DVI, RJ45, 10/100Mbps LAN, NO WiFi. (1) PCI, (1) PCI Express x1 and (2) PCI Express x16 graphics	
304	Visitors' chair: made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	
305	Laser Printer, Scanner, Copier: Monochrome, Print Resolution: 600 x 600 dpi, Maximum Print Size: 8.5 x 14", Minimum Print Size: 3 x 5"	
306	UPS with 5 Total Outlets: 3 Outlets provide UPS Power Backup and Surge Protection; 2 Outlets offer Surge Protection Only	
Lot 400	Staff Room	
401	5 Seaters Staff tables made with hardwood of dimension W = 1.5 m H = 80cm	
402	Staff's Chair made with hardwood with dimension W = 45cm, D= 50cm H: 60cm	

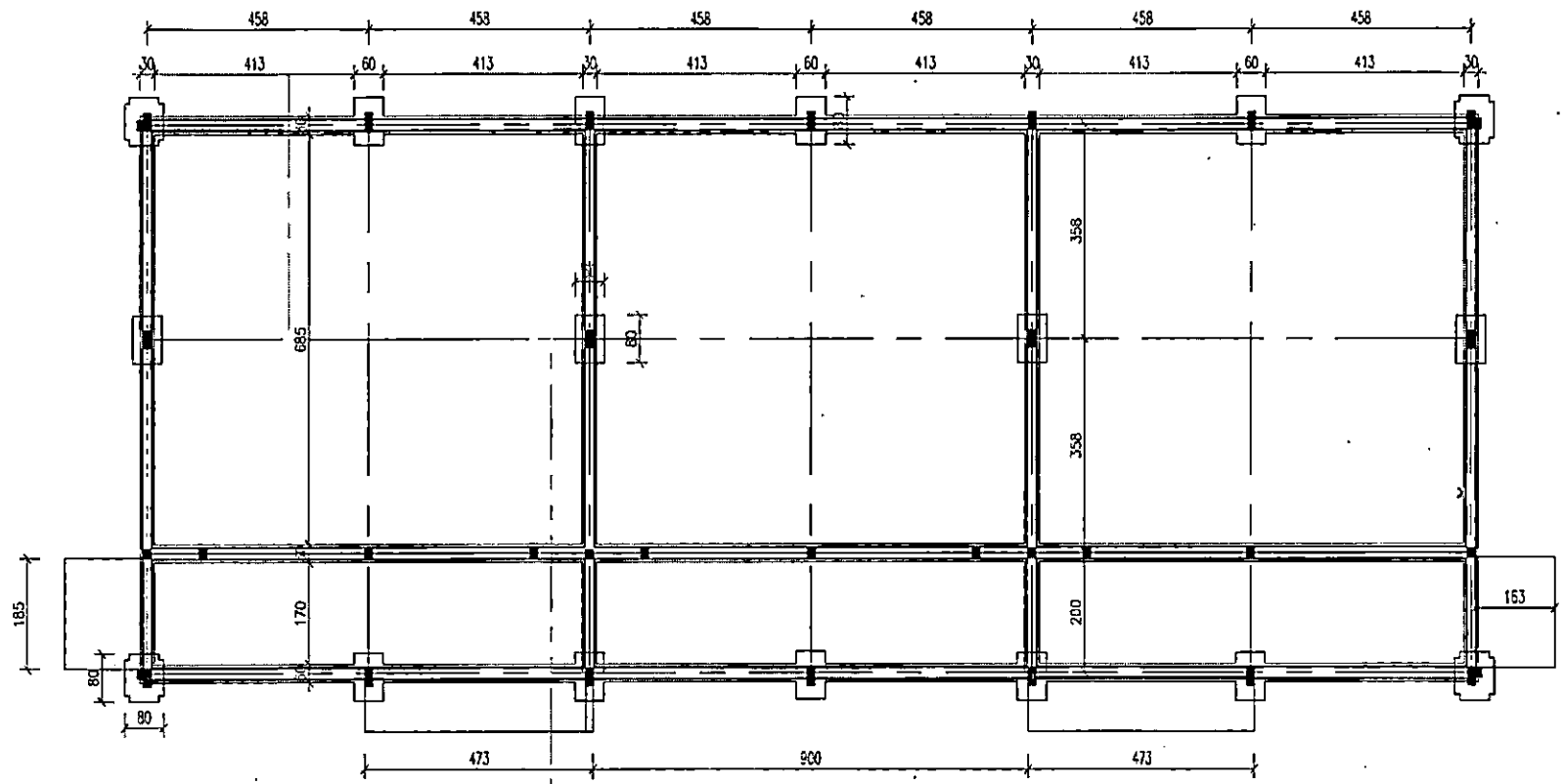
S/N	Item Specifications	Remarks/ Model
403	Wall Clock: Large black bold numbers against white face. Precise quartz movements to guarantee accurate time, silent non-ticking, sweeping movement mechanism, Sturdy plastic case and glass lens, easy To Hang. Uses 1 "AA" battery - included for testing	
Lot 500	ITC Center	
501	Desktop Computer System (μ P unit, 19" monitor, keyboard, mouse and cables): Intel Core Pentium G840 2.8 GHz, 8 GB DDR3, 1 TB HDD, Intel HD Graphics 2000, Windows 7 professional or Windows 10 Professional English 64-bit, DVD Drive, 6 USB 2.0, 1 VGA, 1 DVI, RJ45, 10/100Mbps LAN, NO WiFi.	
502	Laser Printer: Monochrome, Print Resolution: 600 x 600 dpi, Maximum Print Size: 8.5 x 14", Minimum Print Size: 3 x 5"	
503	Computer Table made with hardwood of L=1.5m, W=60cm and H = 75cm	
504	Computer Chair made with hardwood with dimension W= 45cm, D= 50cm H: 60cm	
505	Book shelves made with hardwood of L =4m, W = 30cm H= 2.5m divided in compartments as will be specified by the Project Engineer	Design to be provided by the Engineer
506	Flipchart Board with main feafures as: Blackboard area: 68 x 74.5 cm. Magnetic and write-on blackboard surface, can be labeled, Convenient metallic block holder, Metallic pencil groove on the entire breadth, Length adjustment between 175 and 200 cm, Paper clamp and hooks	

S/N	Item Specifications	Remarks/ Model
507	<p>100V-250V Surge Protector for Worldwide use. Protects your equipment with built in circuit breaker , 6 Universal outlets extension set Circuit Breaker. Universal Outlets accept plugs from any country. 6 ft cord US Plug Input voltage: 100V-250V, Maximum capacity: 15Amps or 2500 watts. Response < 1 Nanosec. Made of incombustible plastic material</p>	
508	<p>Voltage Regulator : Single Phase, AC, Input voltage: 140~260V or 90~260V or Customized, Output voltage: 220V±1.5%, Type: 2000VA Automatic Voltage Regulator, Certificate: CE, ISO9001:</p>	
509	<p>Desiel Generator: Compact and Portable Power 2000w, Non-contact transistorized ignition(C.T.I)System for easy and quick starting, Engine Characteristics: Advanced OHV, air-cooled, 4 stroke engine, delivers non-fluctuating power for a long time,</p> <ul style="list-style-type: none"> * Light and compact design, * Low fuel consumption' * Easy and fast starting and installing' * Lower noise and small vibration' * CE certificated approved 	

Lot 600	Related Services			
	Distribution, Testing, Installation			
	The equipment shall be supplied at the site in each school, installed and tested before handing over to a commission			
LOCATION OF SCHOOLS FOR DELIVERING OF EQUIPMENT				
DELIVERY SCHEDULE: WITHIN THE CONTRACT DURATION OF 8 MONTHS				
LOT	DIVISION	MUNICIPALITY	VILLAGE	Description
1	BOYO	FUNDONG	Ngwah, Ikuijua	CONSTRUCTION AND EQUIPING OF GOVERNMENT PRIMARY SCHOOL AT IKUIJUA NGWAH
		FONFUKA	FONFUKA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN FONFUKA
2	BUI	KUMBO	NTOH	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NTOH
		MBIAME	KOVKI	CONSTRUCTION AND EQUIPING OF GSS KOVKI
		NONI	BVUGOI	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN BVUGOI
3	DONGA MANTUNG	NDU	NGARBUH	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NGARBUH
		NKAMBE	Tabenken	CONSTRUCTION AND EQUIPING OF GS TUKU
		NWA	Nwa Community	CONSTRUCTION AND EQUIPING OF GS NWA
		MBENGWI	Mbengwi	CONSTRUCTION AND EQUIPING OF GBS GROUP I
4	MOMO	ANDEK	Ngwonkong community	CONSTRUCTION AND EQUIPING OF GS NGWONKONG
		BENAKUMA	BENAKUMA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN BENAKUMA
5	MENCHUM	BAMENDA 2	NSONGWA	CONSTRUCTION AND EQUIPING OF 01 SCHOOL IN NSONGWA
		BAMENDA 3	Alahie	CONSTRUCTION AND EQUIPING OF 01 SCHOOL AT ALAHIE
6	NGOKETUNJIA	NDOP	Bamunka Community	CONSTRUCTION AND EQUIPING OF 01 ISLAMIC SCHOOL AT BAMUNKA
		BABESSI	Gbogobam Baba I	CONSTRUCTION AND EQUIPING OF 01 SCHOOL AT GBOGOBAM BABA I

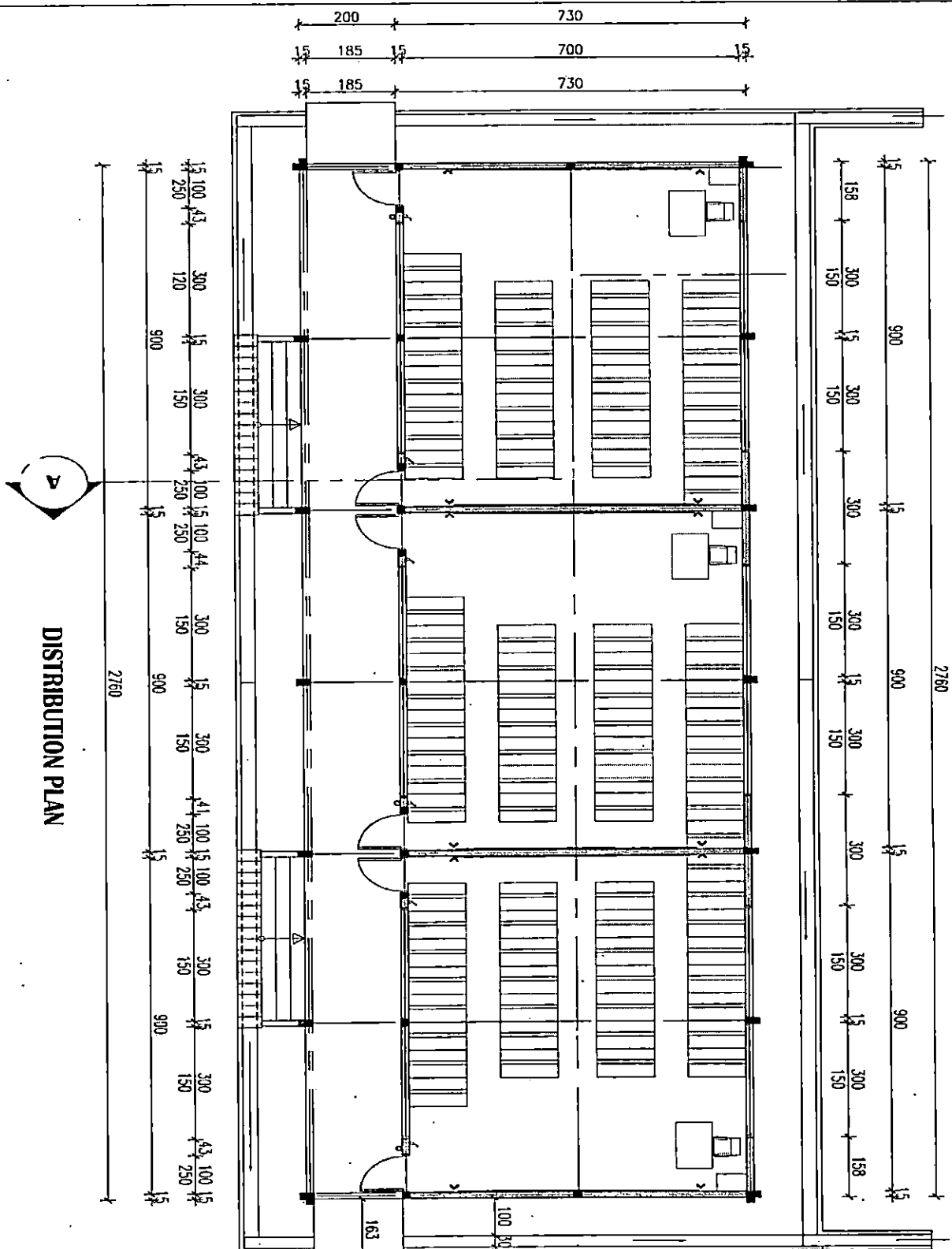
Drawings

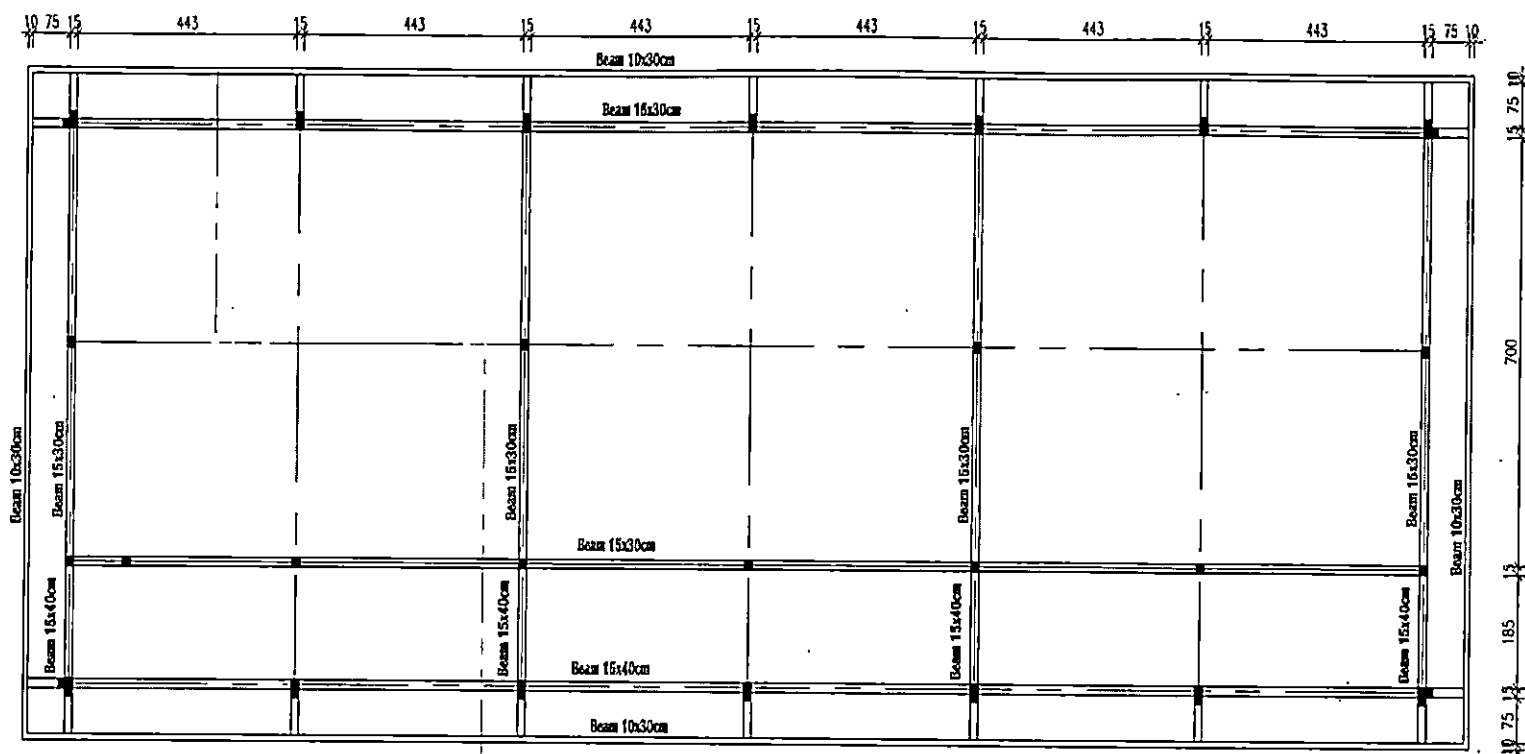
Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.



FOUNDATION PLAN

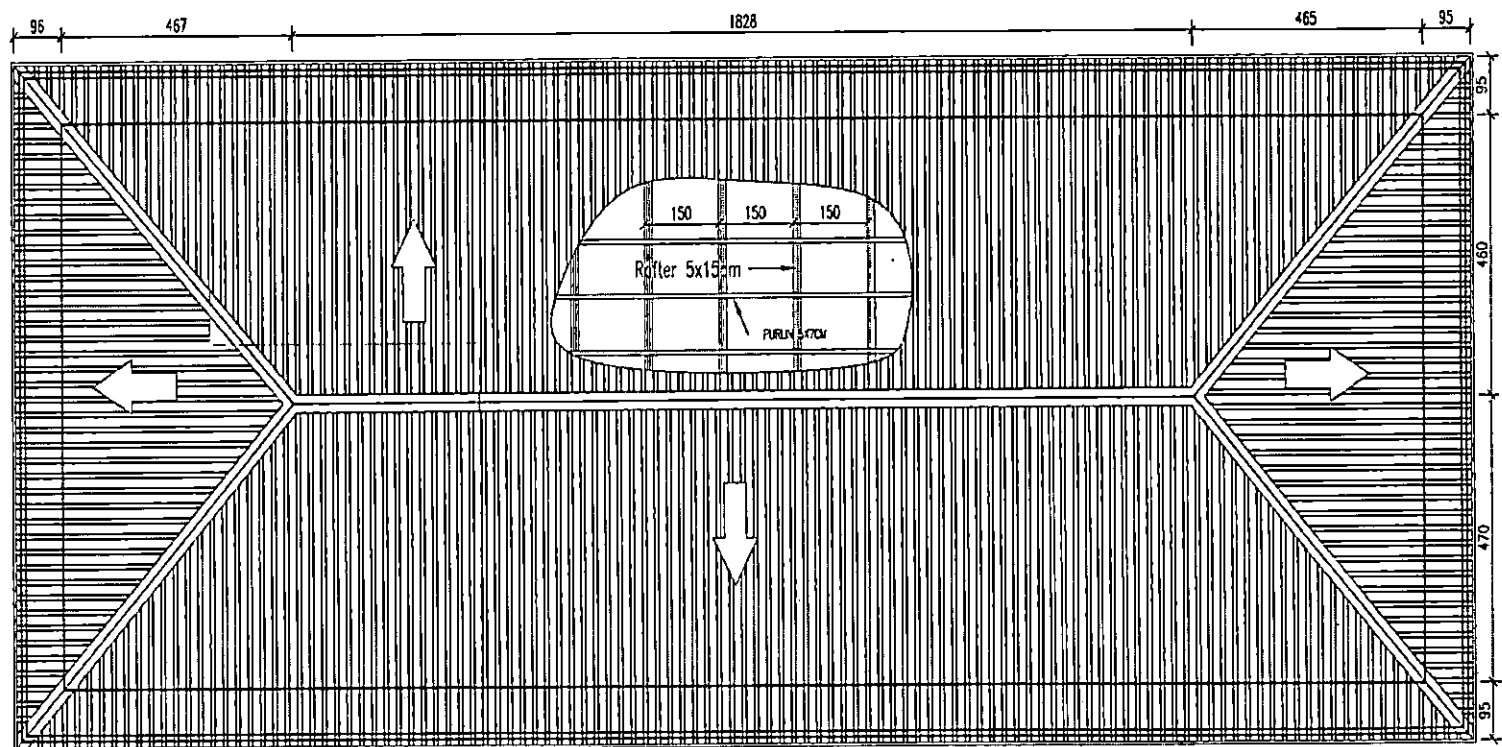






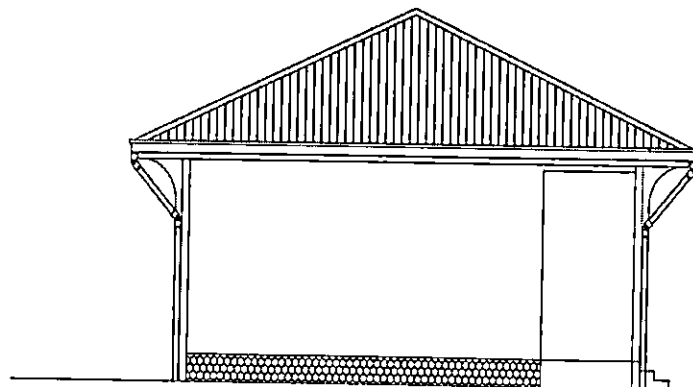
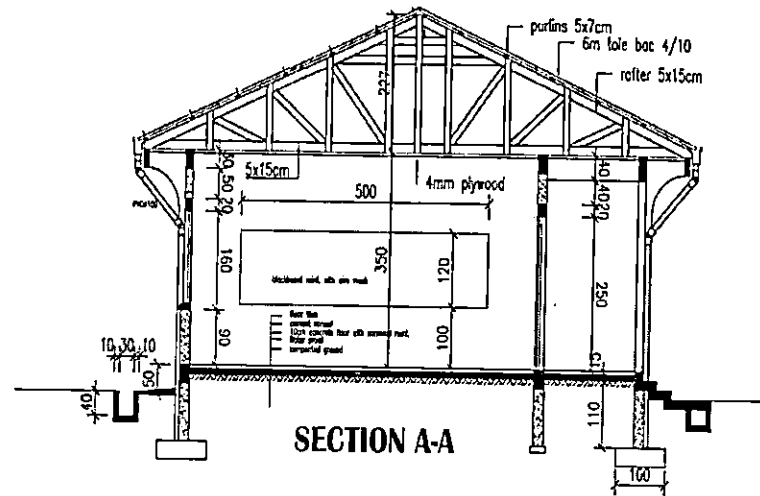
TOP PLATE AND PARAPET



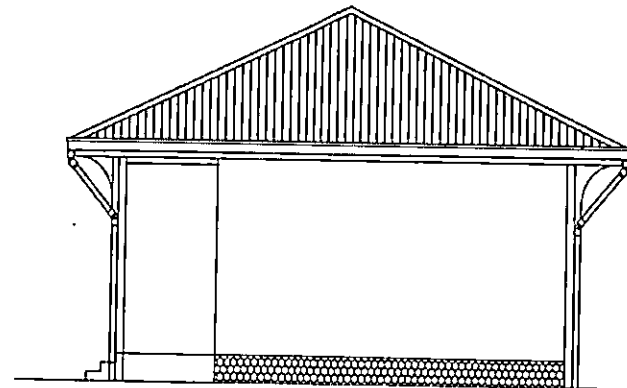


ROOF PLAN

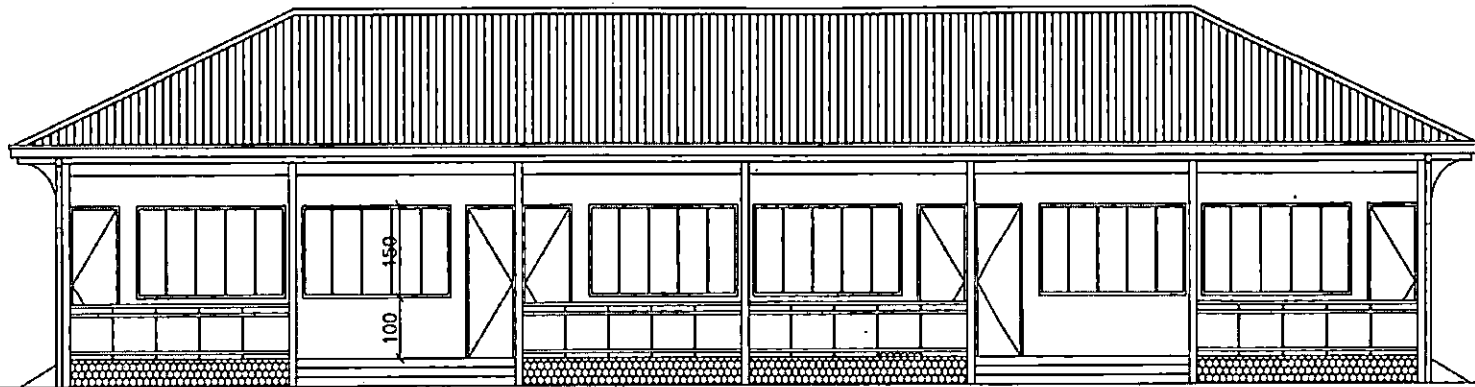




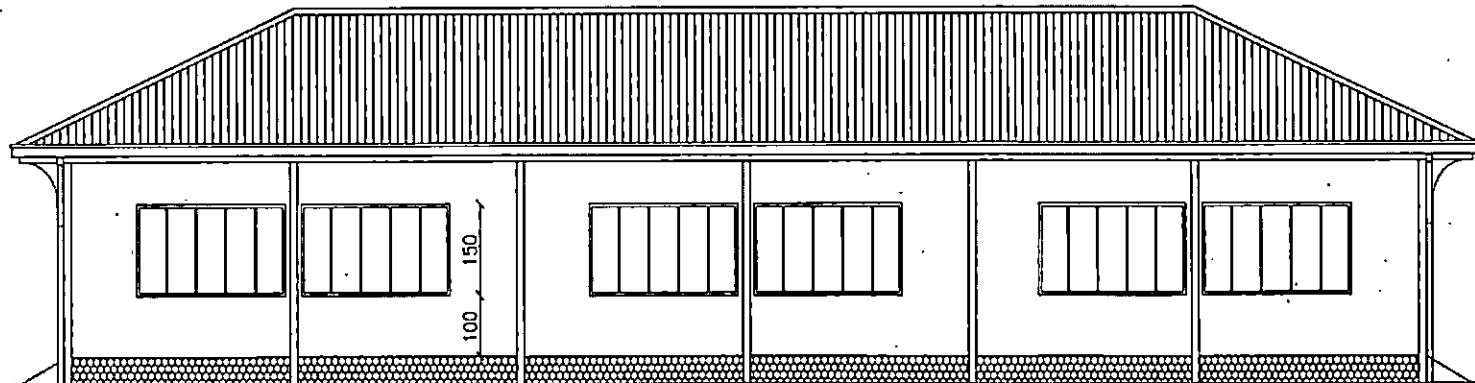
LEFT ELEVATION



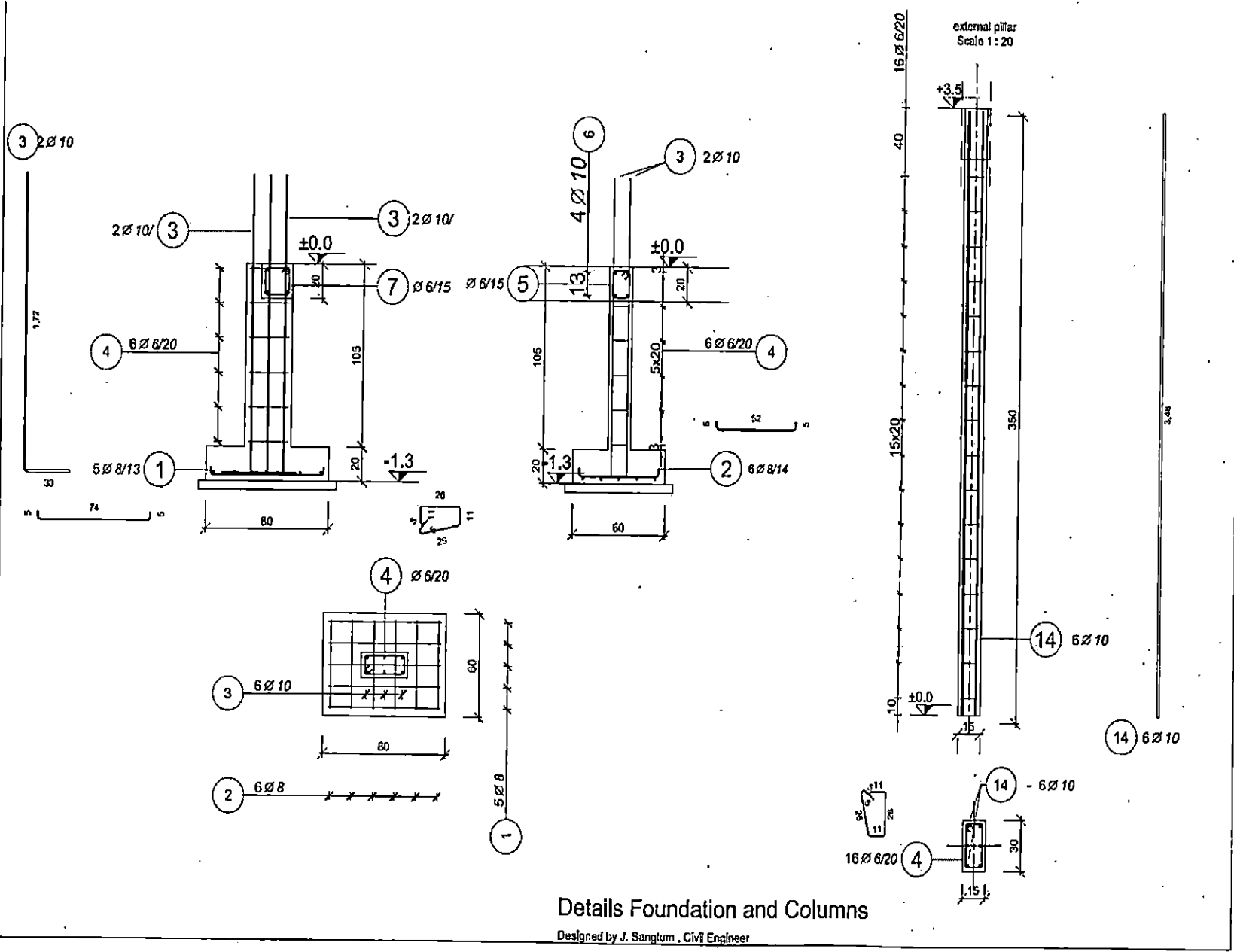
RIGHT ELEVATION



FRONT ELEVATION

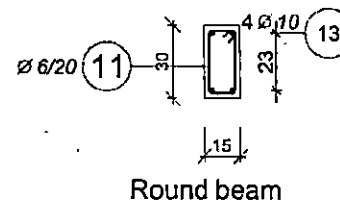
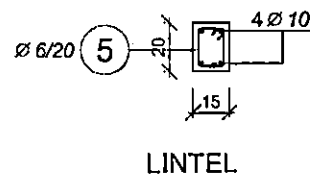
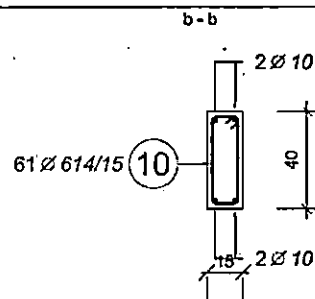
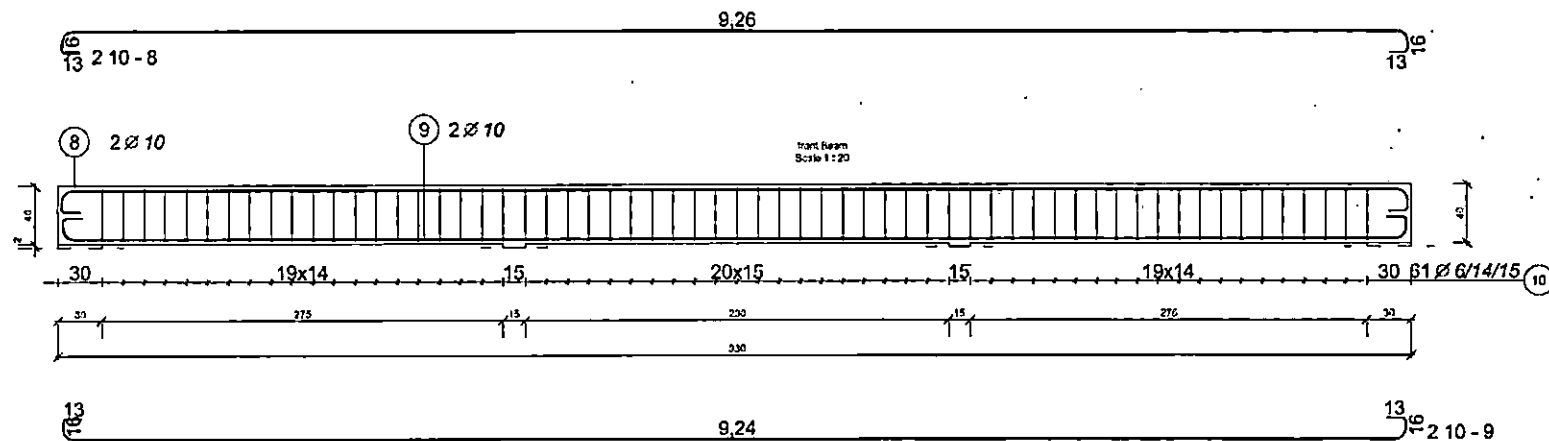


BACK ELEVATION



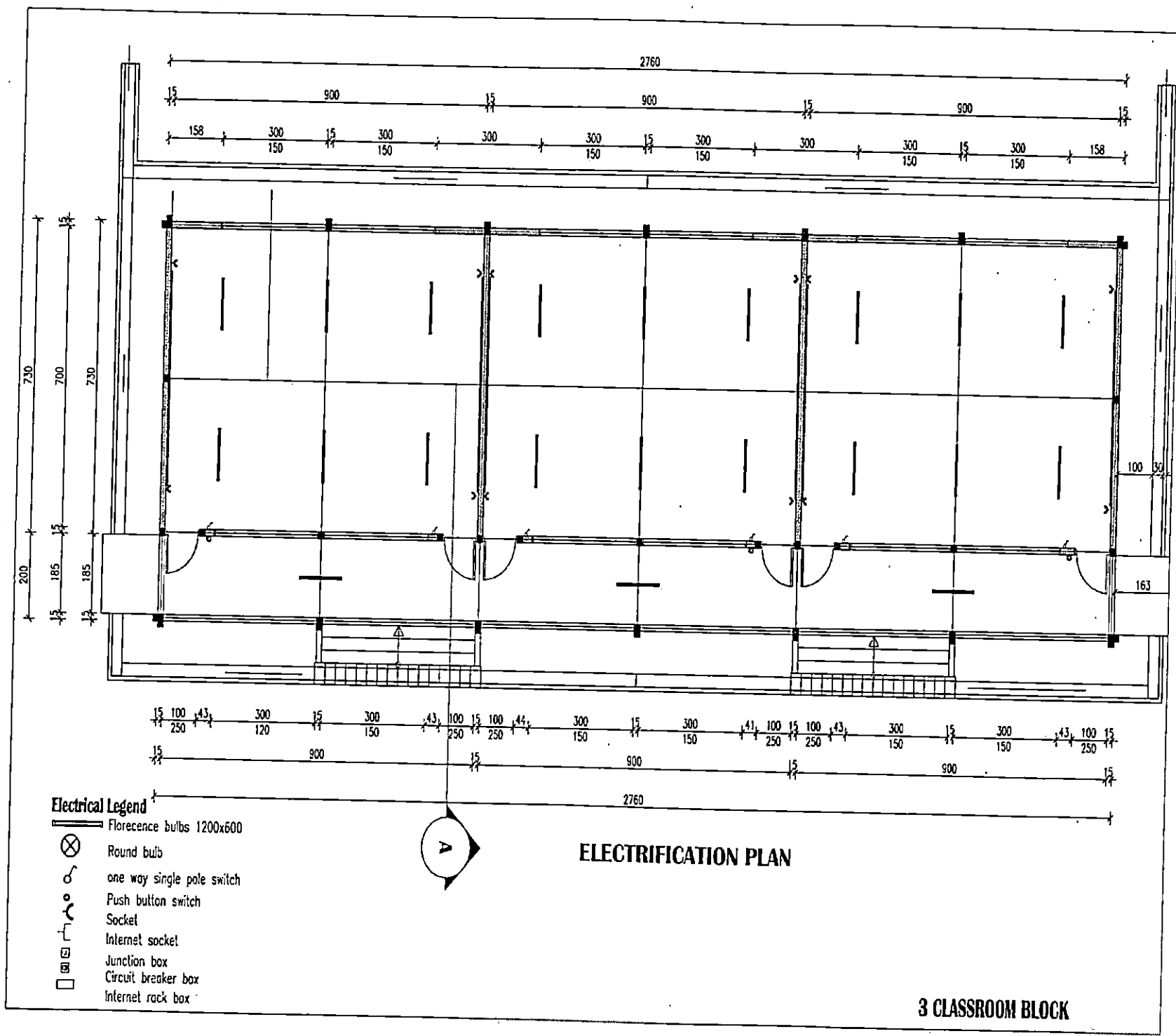
Details Foundation and Columns

Designed by J. Sangtum, Civil Engineer












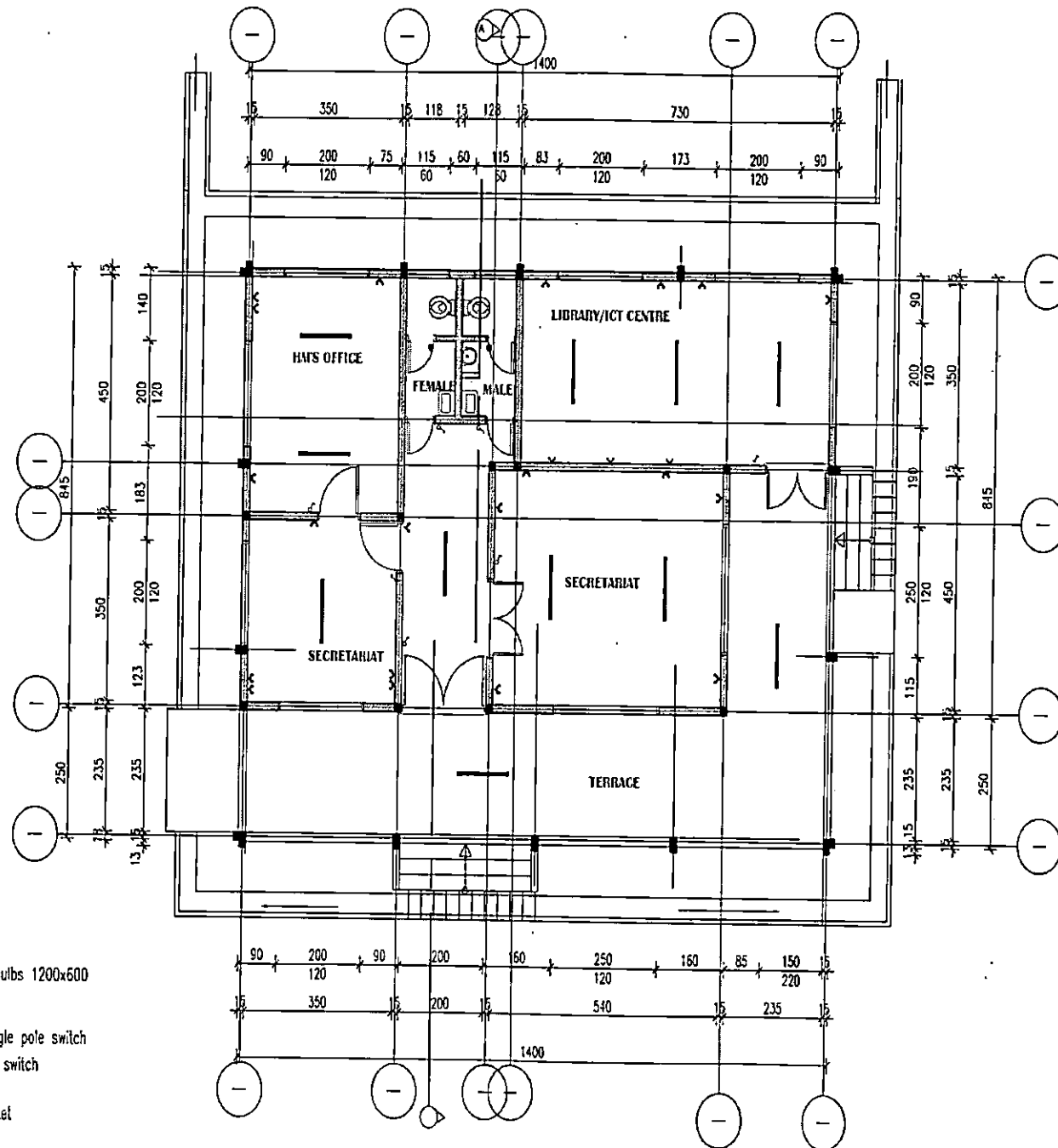
Details of beam, lintel and round beam

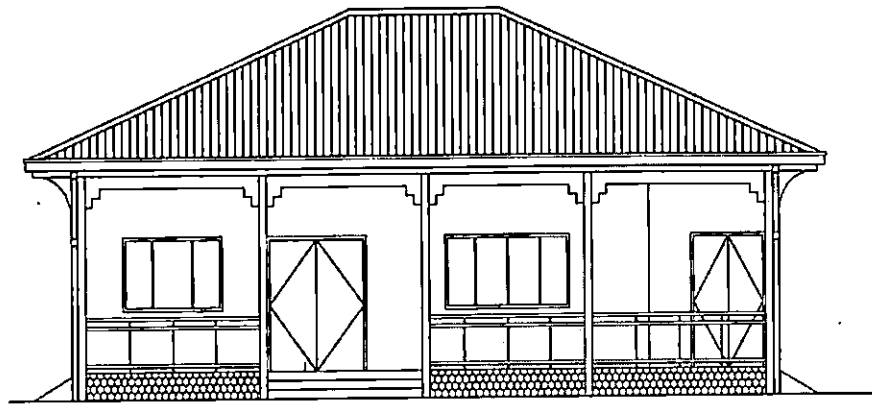
Designed by J. Sangtum, Civil Engineer



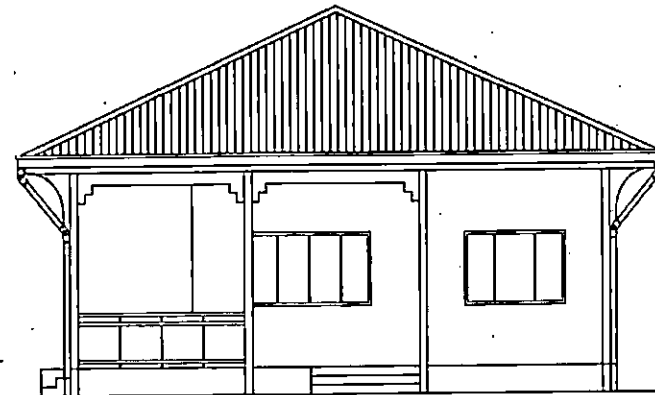
Electrical Legend

-  Florence bulbs 1200x600
-  Round bulb
-  one way single pole switch
-  Push button switch
-  Socket
-  Internet socket
-  Junction box
-  Circuit breaker box
-  Internet rack box

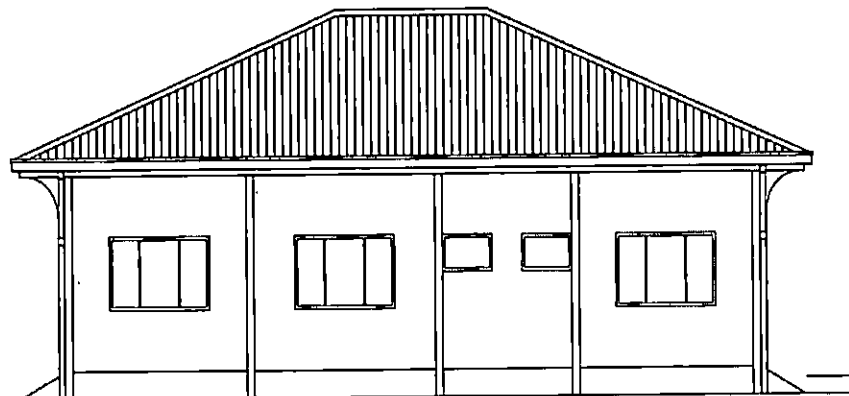
**FLOOR PLAN****ADMINISTRATIVE BLOCK.**



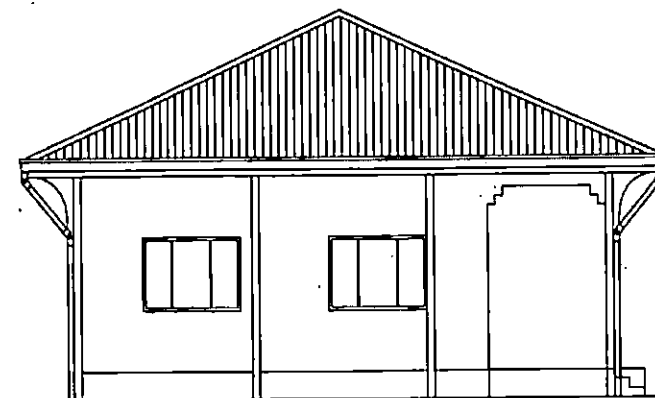
FRONT ELEVATION



RIGHT ELEVATION

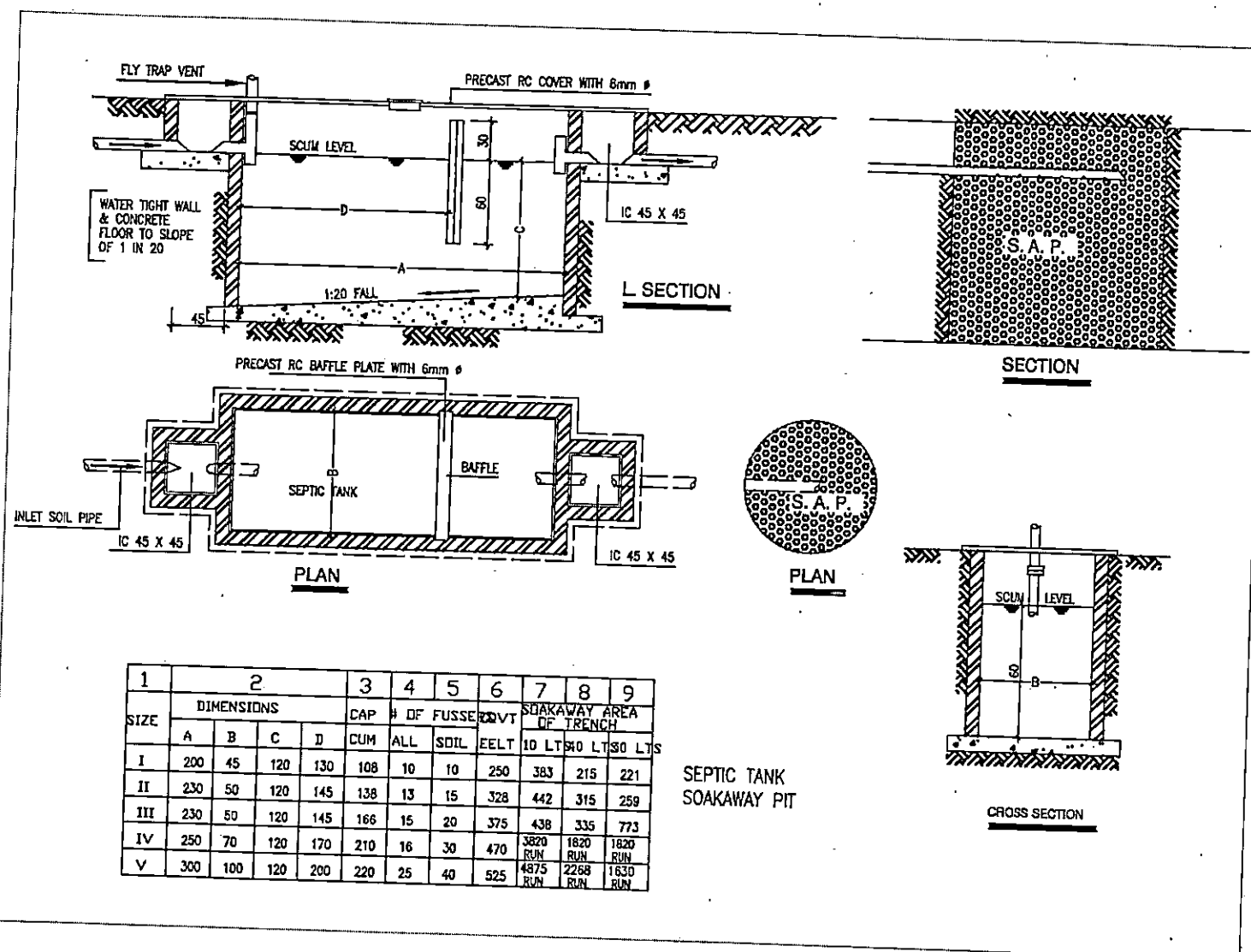


BACK ELEVATION

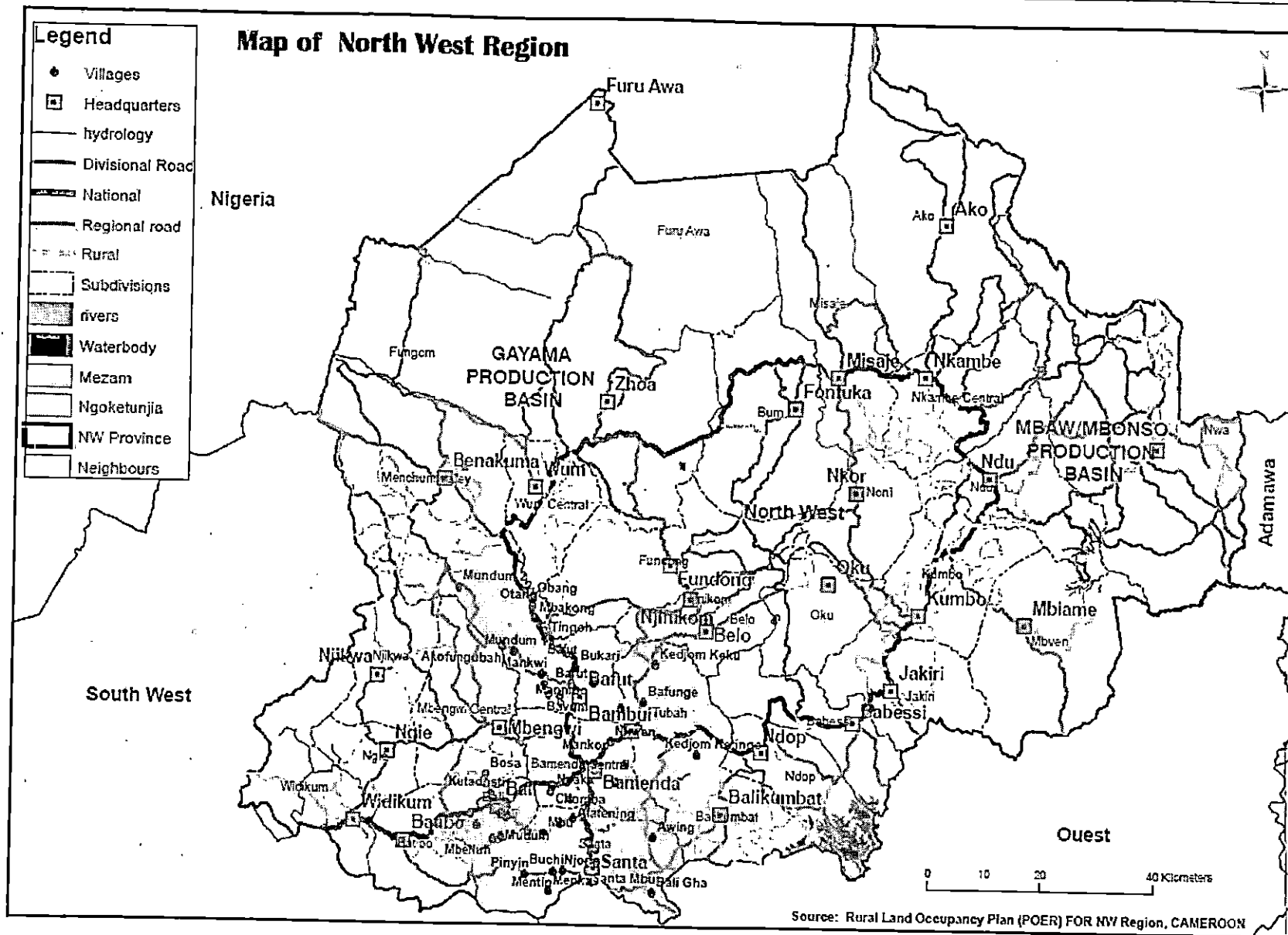


LEFT ELEVATION

ADMINISTRATIVE BLOCK.



Supplementary Information



PART 3

Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language. The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

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General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) Bank means the financing institution **named in the PCC**.
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid in an ad-measurement contract.
- (f) Compensation Events are those defined in GCC Clause 41 hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.

- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the

Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

- (z) PCC means Particular Conditions of Contract
- (aa) The Site is the area **defined as such in the PCC.**
- (bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The Start Date is **given in the PCC.** It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A Subcontractor is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC.**

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
 - 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹⁰ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. **Delegation** 5.1 Otherwise specified in the PCC, the Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. **Communications** 6.1 Communications between parties that are referred to in the PCC shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. **Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may

¹⁰ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

- 13.5 Both parties shall comply with any conditions of the insurance policies.

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| 14. Site Data | 14.1 The Contractor shall be deemed to have examined any Site Data referred to in the PCC , supplemented by any information available to the Contractor. |
| 15. Contractor to Construct the Works | 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. |
| 16. The Works to Be Completed by the Intended Completion Date | 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date. |
| 17. Approval by the Project Manager | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.</p> |
| 18. Safety | 18.1 The Contractor shall be responsible for the safety of all activities on the Site. |
| 19. Discoveries | 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them. |
| 20. Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any |

place where work in connection with the Contract is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit, and shall cause its Subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 57.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types

specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Time Control

25. Program

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate

the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

**28. Delays
Ordered by the
Project
Manager**

28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

**29. Management
Meetings**

29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price

and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

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

D. Cost Control

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| 35. Contract Price | 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. |
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35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

36. Changes in the Contract Price

36.1 In the case of an admeasurement contract:

- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered

without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Project Manager.

39.4 The value of work executed shall comprise:

- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid penalty on the late payment in the next payment. Penalty shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of penalty for each of the currencies in which payments are made.
- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid penalty upon the delayed payment as set out in this clause. Penalty shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.

- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the

last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

- 43. Currencies** 43.1 Where payments are made in currencies other than the currency of the Employer's country **specified in the PCC**, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 44. Price Adjustment** 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients¹¹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c," and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

- 44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

- 45. Retention** 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.

¹¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid penalty on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. The termination of contract due to fundamental breach of contract by Contractor shall constitute sufficient grounds for the forfeiture of the Performance security.

50. Dayworks

50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52. Completion

52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53. Taking Over

53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

- 54. Final Account** 54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 55. Operating and Maintenance Manuals** 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.
- 56. Termination** 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 [Termination by Employer].

57.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.

57.3 For the purposes of this Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹²;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

¹² "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes Islamic Development Bank staff and employees of other organizations taking or reviewing procurement decisions.

attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation¹³;

- (iii) "collusive practice" is an arrangement between two or more parties¹⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁵;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Sub-Clause 22.2.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and

¹³ "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹⁴ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

¹⁵ "Party" refers to a participant in the procurement process or contract execution.

securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

61. Suspension of Bank Financing

61.1 In the event that the Bank suspends the Financing to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

Section VIII. Particular Conditions of Contract

A. General																																																													
GCC 1.1 (d)	The financing institution is: <i>Islamic Development Bank</i>																																																												
GCC 1.1 (s)	The Employer is: MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT / GRASSFIELD PARTICIPATORY AND INTEGRATED RURAL DEVELOPMENT PROJECT(GP-IRDP) AYABA STREET, OPPOSITE MANSFIELD PLAZA HOTEL P.O BOX 1116 BAMENDA, TEL:(+237) 233 36 10 07, FAX: (+237) 233 36 16 65.																																																												
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>Eight (8) months for each lot</i>																																																												
GCC 1.1 (y)	The Project Manager is Integrated Engineering Associate (IEA) Ltd Contract Engineer: Project Infrastructure Engineer																																																												
GCC 1.1 (aa)	The Site is located at <table border="1"> <tr> <th>LOT</th> <th>DIVISION</th> <th>MUNICIPALITY</th> <th>VILLAGE</th> </tr> <tr> <td>1</td> <td rowspan="2">BOYO</td> <td>FUNDONG</td> <td>Ngwah, Ikuijua</td> </tr> <tr> <td></td> <td>FONFUKA</td> <td>FONFUKA</td> </tr> <tr> <td>2</td> <td rowspan="3">BUI</td> <td>KUMBO</td> <td>NTOH</td> </tr> <tr> <td></td> <td>MBIAME</td> <td>KOVKI</td> </tr> <tr> <td></td> <td>NONI</td> <td>BVUGOI</td> </tr> <tr> <td>3</td> <td rowspan="3">DONGA MANTUNG</td> <td>NDU</td> <td>NGARBUH</td> </tr> <tr> <td></td> <td>NKAMBE</td> <td>Tabenken</td> </tr> <tr> <td></td> <td>NWA</td> <td>Nwa Community</td> </tr> <tr> <td>4</td> <td>MOMO</td> <td>MBENGWI</td> <td>Mbengwi</td> </tr> <tr> <td></td> <td>ANDEK</td> <td></td> <td>Ngwonkong community</td> </tr> <tr> <td>5</td> <td>MENCHUM</td> <td>BENAKUMA</td> <td>BENAKUMA</td> </tr> <tr> <td></td> <td rowspan="3">MEZAM</td> <td>BAMENDA 2</td> <td>NSONGWA</td> </tr> <tr> <td></td> <td>BAMENDA 3</td> <td>Alahie</td> </tr> <tr> <td></td> <td>NDOP</td> <td>Bamunka Community</td> </tr> <tr> <td>6</td> <td>NGOKETUNJIA</td> <td>BABESSI</td> <td>Gbogobam Baba I</td> </tr> </table>				LOT	DIVISION	MUNICIPALITY	VILLAGE	1	BOYO	FUNDONG	Ngwah, Ikuijua		FONFUKA	FONFUKA	2	BUI	KUMBO	NTOH		MBIAME	KOVKI		NONI	BVUGOI	3	DONGA MANTUNG	NDU	NGARBUH		NKAMBE	Tabenken		NWA	Nwa Community	4	MOMO	MBENGWI	Mbengwi		ANDEK		Ngwonkong community	5	MENCHUM	BENAKUMA	BENAKUMA		MEZAM	BAMENDA 2	NSONGWA		BAMENDA 3	Alahie		NDOP	Bamunka Community	6	NGOKETUNJIA	BABESSI	Gbogobam Baba I
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	defined in drawings No.																																																												
GCC 1.1 (dd)	The Start Date shall be <i>from the date of notification to start work.</i>																																																												
GCC 1.1 (hh)	The Works consist of: Construction and equipping of schools including the water supply, VIP toilets, Fence and path pavement and administrative block <ul style="list-style-type: none"> • Preparatory works and studies • Excavation works • Foundation • Raising of walls • Carpentry and joinery works • Metallic works • Electrification 																																																												

	<ul style="list-style-type: none"> • Painting • Drainage works • Plumbing works, Sewage disposal • Supply, installation and testing of school equipment
GCC 2.2	Sectional Completions are: not be applicable
GCC 2.3(i)	<p>The following documents also form part of the Contract:</p> <ul style="list-style-type: none"> • Technical specification and drawings • Bid document • Execution program • The bid
GCC 3.1	<p>The language of the contract is <i>English</i></p> <p>The law that applies to the Contract is the law of the Republic of <i>Cameroon</i>.</p>
GCC 5.1	The Project manager <i>may not</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: [<i>insert Schedule of Other Contractors, if appropriate</i>]
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: 105% of contract amount</p> <p>(b) For loss or damage to Equipment: 105% of contract amount.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 105% of contract amount..</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: 1,000,000 fcfa</p> <p>(ii) of other people: 1,000,000 cfea</p>
GCC 14.1	Site Data are: Site layout plans, Block plan and various building drawings
GCC 20.1	The Site Possession Date(s) shall be: Date of site installation
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Mr. Forsuh Wilfred Jing; Regional Delegate of Public works.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>10,000 FCFA per hour and reimbursable expenses for transportation</i>
GCC 24.4	

	<p>Institution whose arbitration procedures shall be used: The competent Court in Cameroon: Court of First Instance Bamenda</p> <p>The place of arbitration shall be: Bamenda, Cameroon</p>
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 25.3	<p>The period between Program updates is monthly</p> <p>The amount to be withheld for late submission of an updated Program is 25,000FCFA for everyday delayed.</p>
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 12 months.
D. Cost Control	
GCC 42.1	The IDB financing <i>does not</i> cover the payment of taxes, duties, fees and any imposition of similar nature.
GCC 43.1	The currency of the Employer's country is: FCFA
GCC 44.1	The Contract " <i>is not</i> " subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients " <i>does not</i> " apply
GCC 45.1	The proportion of payments retained is: five percent (5%)
GCC 46.1	The liquidated damages for the whole of the Works are 0.05% per day for the first thirty days and 0.1% for each additional day after the first thirty days. The maximum amount of liquidated damages for the whole of the Works is ten percent (10%) of the final Contract Price.
GCC 48.1	The Advance Payments shall be: 20% of the initial contract Price in FCFA and shall be paid to the Contractor no later than 45 days against a submission of an advance payment guarantee of an equivalent amount from an approved bank. Bank Guarantees from insurance companies shall not be accepted
GCC 49.1	<p>The Performance Security amount is 5% of the Contract Price in the form</p> <p>(a) Bank Guarantee: 5% of contract price in FCFA or</p> <p>(b) Performance Bond: 5% of contract price in FCFA</p>

E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is not applicable The date by which “as built” drawings are required is at presentation of last interim bill after provisional reception.
GCC 55.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is 500,000FCFA
GCC 56.2 (g)	The maximum number of days is: DAYS EQUIVALENT TO 10% OF CONTRACT AMOUNT AS PENALTY BECAUSE OF DELAYS IN EXECUTION
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10 % percentage

Section IX - Contract Forms

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

Table of Forms

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Contract Agreement	3-35
Performance Security	3-37
Advance Payment Security	3-38

Letter of Acceptance

[On letterhead paper of the Employer]

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

To: [Name and address of the Contractor]

Subject: [Notification of Award Contract No].

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the day of, between
[Name and address of the Employer]. (hereinafter "the Employer"), of the one
part, and [Name and address of the Contractor]. (hereinafter "the Contractor"),
of the other part:

WHEREAS the Employer desires that the Works known as [Name of the Contract].
. should be executed by the Contractor, and has accepted a Bid by the Contractor for the
execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Bid
 - (c) the Addenda Nos [insert addenda numbers if any].
 - (d) the Particular Conditions
 - (e) the General Conditions;
 - (f) the Specification
 - (g) the Drawings; and
 - (h) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [Name of the Beneficiary country].on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address, Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Option 1 : Performance Security

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

Beneficiary: [Name and Address of Employer].....

Date:

Performance Guarantee No.:.....

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note -

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

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

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Contractor") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Oblige (hereinafter called "the Employer") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for *[name of contract and brief description of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

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

Beneficiary: [Name and Address of Employer].....

Date:

Advance Payment Guarantee No.:

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Note—

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

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

2 Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Retention Money Security**Demand Guarantee**

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

Beneficiary: _____ [Name and Address of Employer]

Date: _____

RETENTION MONEY GUARANTEE No.: _____

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

Furthermore, we understand that, according to the conditions of the Contract, when the Completion Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Completion Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

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

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees(URDG) 2010 Revision ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.