

**REPUBLIC OF CAMEROON**  
Peace-Work-Fatherland

**MINISTRY OF AGRICULTURE  
AND  
RURAL DEVELOPMENT**

**NORTH WEST DEVELOPMENT  
AUTHORITY (NWDA)**



**REPUBLIQUE DU CAMEROUN**  
Paix-Travail-Patrie

**MINISTERE DE L'AGRICULTURE  
ET DU  
DEVELOPPEMENT RURAL**

**MISSION DE DEVELOPPEMENT DU NORD  
OUEST (MIDENO)**

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**GRASSFIELD PARTICIPATORY AND DECENTRALIZED RURAL DEVELOPMENT PROJECT  
(GP-DERUDEP II)**

**NATIONAL COMPETITIVE BIDDING (NCB)**

**NO. 057/2019/NCB/STB/GRASSFIELD II OF 08/11/2019 FOR  
THE CONSTRUCTION OF BUILDING TO  
ACCOMMODATE THE COFFEE PROCESSING  
UNIT**

**Financing: ADF**

**Country: Cameroon**

**Date of Issue: \_\_\_\_\_**



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# Preface

This Bidding Document for Procurement of Small Works has been prepared by GRASSFIELD II Project and is based on the Standard Bidding Document for Procurement of Small Works issued by the African Development Bank,<sup>1</sup>, published September 2010, revised July 2012.

This document reflects the structure and the provisions of the Master Document for Procurement of Small Works, prepared by Multilateral Development Banks and International Financing Institutions, except where specific considerations within the African Development Bank have required a change.

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<sup>1</sup> "Bank" shall mean the African Development Bank, the African Development Fund, the Nigeria Trust Fund, as well as any other funds administered by the African Development Bank, and any or all of these entities, as the context may require.

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## **PART 1 – Bidding Procedures**



## Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Employer indicated in Section II, **Bid Data Sheet (BDS)** issues this Bidding Document for the procurement of Works, as specified in Section VI, Requirements. The name, identification, and number of lots are provided in the **BDS**.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in Section VII, **General Conditions**.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the **BDS** has applied for or received financing (hereinafter called "funds") from the African Development Bank<sup>2</sup> (hereinafter called "the Bank") toward the cost of the project named in the **BDS**. The Borrower 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 Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank Financing), as well as bidders, suppliers, and contractors, and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts<sup>3</sup>. In pursuance of this policy, the Bank:
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:

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<sup>2</sup> The specific financing institution shall be as stipulated in the **BDS**.

<sup>3</sup> *In this context, any action to influence the procurement process or contract execution for undue advantage is improper.*

- (i) *“Corrupt Practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>4</sup>;*
- (ii) *“Fraudulent Practice” any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;*
- (iii) *“Collusive Practice” is an arrangement between two or more parties<sup>5</sup>, designed to achieve an improper purpose, including to influence improperly the actions of another party; and*
- (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 party<sup>6</sup>;*
- (v) *“Obstructive practice” is*
  - (v.1) *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*
  - (v.2) *acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1(e) below.*

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<sup>4</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>5</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>6</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (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 misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of such Financing engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices during the procurement or the implementation of that contract, without the Borrower 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 a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures<sup>7</sup> including by publicly declaring such firm or individual ineligible to bid for, or to be awarded Bank-financed contracts either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated<sup>8</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be included in bidding documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and

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<sup>7</sup> A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

<sup>8</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid; or (ii) appointed by the Borrower."

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

- 3.2 Furthermore, Bidders shall be aware of the provisions stated in Section VII, **General Conditions**.

**4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 4.5—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:

- (a) *unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and*
- (b) *the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.*

- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with the Bank's **Rules and Procedures for Procurement of Goods and Works**, and as listed in Section V, **Eligible Countries**.<sup>9</sup> A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered 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 controlling partners 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

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<sup>9</sup> Including eligibility criteria for participation in the supply of goods, works and related services.

- 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 it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
  - (f) a Bidder participated as a consultant in the preparation of Section VI, Requirements that are the subject of the bid.
  - (g) a Bidder or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Borrower for the supervision of the contract.
- 4.4 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer or the Borrower.
- 4.6 Bidders shall not be under execution of a Bid-Securing Declaration in the Employer's Country.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Firms from an eligible country shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.10 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's policies on anti-

corruption and fraud and Bank's sanctions procedures<sup>10</sup>, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank

**5. Eligible Goods and Related Services**

- 5.1 All Goods and Related Services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank in accordance with the Bank's **Rules and Procedures for Procurement of Goods and Works**, as listed in Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The term "country of origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

**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 Employer's Requirements**

- Section VI. Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)

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<sup>10</sup> See the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."

- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
  - 6.3 The Bidder shall obtain the Bidding Document from the source stated by the Employer in the Invitation for Bids; otherwise the Employer is not responsible for the completeness of the Bidding Document.
  - 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 enquiries during the pre-bid meeting if provided for in accordance with **ITB 7.4**. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the **BDS**. The Employer response shall be in writing with copies 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 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.
  - 7.3 Pursuant to **ITB 7.2**, where the Bidder and any of its personnel or agents have been granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, 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 visit.
  - 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. If so provided for in the **BDS**, the Employer will organize a site visit.

- 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 Non-attendance 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 not 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 that language, 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 as provided in Section IV, Bidding



Forms;

- (c) Bid Security or Bid-Securing Declaration, in accordance with **ITB 19**;
- (d) at the Bidder's option, alternative proposals, 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 establishing the eligibility of the Goods and Related Services offered by the Bidder, in accordance with **ITB 17.1**;
- (g) 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;
- (h) documentary evidence as specified in the **BDS**, 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) in the case of a bid submitted by a JVCA, JVCA agreement, or letter of intent to enter into a JVCA including a draft agreement, indicating at least the parts of the Requirements to be executed by the respective partners;
- (j) any other document required in the **BDS**.

**12. Letter of Bid  
and Price  
Schedules**

12.1 The Bidder shall submit the Letter of Bid using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, 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 proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **BDS**, as well as the method of evaluating different times for completion.

13.3 Except as provided under **ITB 13.4** below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's requirements 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 requirements, and such parts shall be identified in the **BDS**, as will the method for their evaluation, and described in Section VI, Requirements.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified in **ITB 14.2**.
- 14.2 Unless otherwise provided in the **BDS** and the **General Conditions (GC)**, the prices quoted by the Bidder shall be fixed.
- 14.3 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 ad measurement 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.
- 14.4 The price to be quoted in the Letter of Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.5 Unconditional discounts, if any, and the methodology for their application shall be quoted in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.6 If, pursuant to **ITB 14.2**, prices are adjustable, the Bidder shall furnish the indices and weightings for the price adjustment formula 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 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 14.5**, provided the bids for all contracts are submitted and opened at the same time.
- 14.8 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 and the currency(ies) for payment shall be as specified in the **BDS**.
- 16. Documents Establishing the Qualifications of the Bidder** 16.1 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 Section IV, Bidding Forms.
- 16.2 Bidders, individually or in joint ventures, applying for eligibility for margin of preference, if such margin applies pursuant to **ITB 31.2**, shall supply all information required to satisfy the criteria for eligibility as described in **ITB 31.2**.
- 17. Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB Clause 5**, Bidders shall complete the forms, included in Section IV, Bidding Forms.
- 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 non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with **ITB 19**, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in **ITB 18.3**.
- 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 as specified in the request for extension. Bid evaluation shall be based on the Bid

**19. Bid Security**

Price without taking into consideration the above correction.

- 19.1 The Bidder shall furnish as part of its bid, at the option of the Employer, and as stipulated in the **BDS**, the original of either a Bid-Securing Declaration or a bid security using the relevant form included in Section IV, Bidding Forms. In the case of a bid security, the bid security amount and currency 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 a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or surety;
  - (b) an irrevocable letter of credit; or
  - (c) a cashier's or certified check;
- from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by 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 Pursuant to the option stipulated at **ITB 19.1**, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 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 38**.
- 19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may 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 in the Letter of Bid or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with **ITB 37**; or
  - (ii) furnish a performance security in accordance with **ITB 38**.

19.8 The Bid Security or the Bid Securing Declaration of a JVCA shall be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted into a legally enforceable JVCA 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 referred to in **ITB 4.1**.

19.9 If a Bid-Securing Declaration is executed in accordance with **ITB 19.7**, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.

## 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." In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark 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. All pages of the bid where entries have been made shall be signed or initialled by the person signing the bid.

20.3 A bid submitted by a JVCA shall comply with the following requirements:

- (a) Unless not required in accordance with **ITB 4.1 (a)**, be signed so as to be legally binding on all partners and
- (b) Include the Representative's authorization referred to in **ITB 4.1 (b)**, consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

## D. Submission and Opening of Bids

- 21. Submission, Sealing and Marking of Bids**
- 21.1 Bidders may always submit their bids by mail or by hand. If 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 copies of the Bid in separate sealed envelopes. If so permitted in accordance with **ITB 13**, alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY" These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with **ITB 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 in accordance with **ITB 22.1**;
  - (c) bear the specific identification of this bidding process pursuant to **ITB 1.1**; and
  - (d) bear a warning not to open before the time and date for bid opening
- 21.3 If envelopes and packages 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**
- 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

**Modification of  
Bids**

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 withdrawals 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 conduct the bid opening in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. 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 bids that are opened and read out at bid opening shall be considered further.

25.3 The Employer shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and

their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids 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 lot if applicable, including any discounts and alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration. 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 who submitted bids in time, and posted online when electronic bidding is permitted.

#### **E. Examination of Bids**

- 26. Confidentiality** 26.1 Information relating to the evaluation of bids 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 improperly the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.1, 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 should 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, allowing a reasonable time for response. 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 29.



- 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. Determination of Responsiveness**
- 28.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
- 28.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission.
- (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.
- 28.3 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 Schedule of Requirements as specified in Section VI; 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.
- 28.4 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI have been met without any material deviation, reservation, or omission.
- 28.5 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.
- 28.6 Provided that a bid is substantially responsive, the Employer may waive any quantifiable nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 28.7 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.

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

#### **F. Bid Evaluation and Comparison**

- 29. Correction of Arithmetical Errors**
- 29.1 The Employer shall use the criteria and methodologies indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted
- 29.2 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors as indicated in Section III, Evaluation and Qualification Criteria
- 29.3 If a Bidder does not accept the correction of errors, its bid shall be declared non-responsive and its Bid Security shall be forfeited or the Bid-Securing Declaration executed.
- 30. Conversion to Single Currency**
- 30.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in Section III, Evaluation and Qualification Criteria.
- 31. Bid Adjustments**
- 31.1 For evaluation and comparison purposes the Employer shall adjust the bid prices using the criteria and methodology specified in Section III, Evaluation and Qualification Criteria.
- 31.2 Unless otherwise specified in the BDS, no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria, and in accordance with the provisions stipulated in the Bank's **Rules and Procedures for Procurement of Goods and Works**.
- 31.3 If in the opinion of the Employer the bid which results in the lowest Evaluated Bid, is seriously unbalanced or front loaded or substantially below the Employer's estimates, 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 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.

- 32. Qualification of the Bidder**
- 32.1 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.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16.
- 32.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, 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.
- 32.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of the Requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price.
- 33. Comparison of Bid**
- 33.1 Subject to ITB 29, 30 and 31, the Employer shall compare all substantially responsive bids to determine the lowest evaluated bid.
- 34. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 34.1 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.

### **G. Award of Contract**

- 35. Award Criteria**
- 35.1 Subject to ITB 34.1, 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.
- 36. Notification of Award**
- 36.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance")

shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Contract Forms called "the Contract Price").

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

36.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding process, and shall publish in UNDB online and at the Bank's website ([www.afdb.org](http://www.afdb.org)), 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. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

### **37. Signing of Contract**

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

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

37.3 Upon the successful Bidder's furnishing of the signed Contract Agreement and Performance Security pursuant to ITB 38, the Employer will discharge its Bid Security, pursuant to ITB 19.

37.4 Notwithstanding ITB 37.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract

- 
- Agreement.
- 38. Performance Security**
- 38.1 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** 31.3, 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.
- 38.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, or execution of the Bid-Securing Declaration. 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.

<b>Section II. Bid Data Sheet</b>
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<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <b>057/2019/NCB/STB/GRASSFIELD II</b>
<b>ITB 1.1</b>	The Employer is: <b>MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT (MINADER)/GRASSFIELD II</b>
<b>ITB 1.1</b>	<p>The name of the bidding process is: <b>NATIONAL COMPETITIVE BIDDING (NCB)</b></p> <p>The identification number of the bidding process is: <b>057/2019/NCB/STB/GRASSFIELD II</b></p> <p>The number and identification of lots comprising this bidding process are:</p> <p><b>CONSTRUCTION OF BUILDING TO ACCOMMODATE THE COFFEE PROCESSING UNIT</b></p> <p>Duration: 06 months</p>
<b>ITB 2.1</b>	The Borrower is: <b>GOVERNMENT OF CAMEROON</b>
<b>ITB 2.1</b>	The specific Bank financing institution is: <b>ADF</b>
<b>ITB 2.1</b>	The name of the Project is: <b>GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)</b>
<b>ITB 4.1(a)</b>	The individuals or firms in a joint venture, consortium or association shall be severally liable.
<b>ITB 4.4</b>	A list of debarred firms is available at <a href="http://www.afdb.org/debarred">http://www.afdb.org/debarred</a>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer's address is:  <b>GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)</b>            Attention: <b>Project Coordinator</b>            Street Address: <b>Ayaba street, adjacent finance building</b>            Floor/Room number: <b>1<sup>st</sup> Floor</b>            City: <b>Bamenda</b>            ZIP Code : <b>P.O. Box 1116 Bamenda</b>            Country: <b>Cameroon</b>            Telephone: <b>+237 33 36 10 07</b>            Facsimile number: <b>+237 33 36 16 65</b></p>

	<p>Electronic mail address: <b>info@gpderudep.org</b></p> <p>Requests for clarifications should be received by the Employer no later than <b>15 days</b> prior to the deadline for submission of Bids.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting “<b>shall not</b>” take place.</p> <p>A Site Visit conducted by the Employer <b>shall not be</b> 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>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <b>ENGLISH OR FRENCH</b>
<b>ITB 11.1</b>	<p>The Bidder must provide the following Documentary:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid completely filled and signed using the model form provided on Section IV: Model forms</li> <li>(b) A Complete detailed priced Bill of Quantities, unit price Schedule and Unit price Breakdown and as provided in Section IV, Bidding Forms;</li> <li>(c) Bid Security issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance (see list on <a href="http://www.arnp.cm">www.arnp.cm</a>) for bidders whose business are installed in Cameroon, in accordance with ITB 19;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(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;</li> <li>(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.</li> </ul> <p>Technical note on the methodology and the execution of works</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Provision of documentary evidence of the fallouts of the project on the local community</li> <li>• Supply of materials or site equipment,</li> <li>• Sanitary and Security plan of the site plan;</li> <li>• Administrative and technical organization of the enterprise;</li> <li>• Mitigation risks clauses of environment</li> </ul>

	<ul style="list-style-type: none"> <li>The detailed programme of performance of works, Mobilization of materials and proposed personnel including their curriculum vitae</li> </ul>
ITB 11.1 (j)	<p>The Bidder shall submit with its bid the following additional documents:</p> <p><b>Administrative documents</b></p> <ol style="list-style-type: none"> <li><b>1. Attestation of no-bankruptcy</b> dated at most 3 months, issued by the Chamber of Commerce or Court of competent jurisdiction of the place of residence of the bidder;</li> <li><b>2. Attestation of domiciliation of Bank account</b> of the bidder issued by a bank or any other first-order credit institution approved by the Ministry in charge of finance (see list on <a href="http://www.arnp.cm">www.arnp.cm</a>);</li> <li><b>3. Attestation of C.N.P.S</b>, valid and for the purpose of the tender concern;</li> <li><b>4. An attestation of non-exclusion</b> attesting that the bidder is not subject to a temporal or permanent exclusion from public contracts, dated at most 3 months and issued by ARMP</li> <li><b>5. An attestation of the bidder's fiscal obligations</b> signed by the Head of the Centre for Taxation dated at most 3 months</li> <li><b>6. A Certified copy of valid taxpayer card</b>, dated at most 3 months;</li> <li><b>7. A certified copy of valid business license</b> dated at most 3 months;</li> <li><b>8. An attestation of localization and localization Plan</b> signed by the taxation authorities.</li> <li><b>9. Receipt of purchase of tender document</b></li> </ol> <p><b>NB. In case of JVCA each member of the JVCA must present a complete administrative document. Bidders whose origin are not Cameroon and whose place of business is not installed in Cameroon are exempted from the following administrative documents 3, 4, 5, 6, 7 and 8</b></p>
ITB 13.1	Alternative bids are not permitted.
ITB 13.2	Alternatives to the Times for Completion shall not be permitted
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works, as further detailed in the Specification: <b>"none"</b> .
ITB 14.2	Prices <b>"shall be"</b> fixed.
ITB 14.6	The prices quoted by the Bidder <b>"shall not be"</b> subject to adjustment during the performance of the Contract.
ITB 15.1	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The currency of the bid and payment shall be: <b>FRANCS CFA</b></p>
ITB 18.1	The bid validity period shall be: <b>120 days from the date of opening of bids</b>
ITB 19.1	<p>- The Bidder shall furnish a bid security, in the amount in FCFA of</p> <p><b>Two million one hundred thousand FRANCS CFA</b></p>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <b>six (6) copies</b>



ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(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</p> <p>(b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be 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 JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
<b>D. Submission and Opening of Bids</b>	
ITB 21.1	Bidders shall not have the option of submitting their bids electronically.
ITB 21.1 (b)	The electronic bidding submission procedures shall be: <b>NOT APLICABLE</b>
ITB 22.1	<p>For <u>bid submission purposes</u> only, the Employer's address is :</p> <p><i>Grassfield Support Project for Rural Infrastructures and Participatory Development (GRASSFIELD II)</i></p> <p>Attention: Project Coordinator</p> <p>Street Address: Ayaba Street, Opposite Mansfield Plaza hotel</p> <p>Floor/Room number: 1<sup>st</sup> Floor, Procurement expert office</p> <p>City: Bamenda</p> <p>ZIP Code: P.O. Box 1116 Bamenda</p> <p>Country: Cameroon</p> <p><b>The deadline for bid submission is:</b></p> <p>Date: 05/12/2019</p> <p>Time: 11:00 a.m. prompt</p>
ITB 25.1	<p>The bid opening shall take place at: <i>Grassfield Support Project for Rural Infrastructures and Participatory Development (GRASSFIELD II)</i></p> <p>Street Address: Ayaba Street, Adjacent Finance Building</p> <p>Floor/Room number: Grassfield II Board room</p> <p>City : Bamenda</p> <p>Country: Cameroon</p> <p>Date: 05/12/2019</p> <p>Time: 12:00 noon prompt</p>
ITB 25.1	The electronic bid opening procedures shall be: <b>NOT APPLICABLE</b>
<b>F. Bid Evaluation and Comparison</b>	
ITB 31.2	A margin of domestic or regional preference "shall not" apply.

<b>G. Award of contract</b>	
<b>IS 35.1</b>	<ul style="list-style-type: none"><li>– 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.</li></ul>



## **Section III. Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 28 and ITB 32, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### **1. Evaluation Criteria and Methodology**

#### **1.1 Alternative Proposal (If permitted in accordance with ITB 13.1)**

**1.1** Technical Alternative NOT APPLICABLE  
Alternative Time for Completion NOT APPLICABLE

#### **1.2 Correction of Arithmetical Errors (In accordance with ITB 29.1)**

(a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly

(b) 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;

(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**1.3** Conversion to a Single Currency (In accordance with ITB 30)  
NOT APPLICABLE.

1.4

**Discounts (In accordance with ITB 14.5)**

The Employer will adjust the Bid Price, using the methodology prescribed by the Bidder in its Letter of Bid, to take account of the Discounts offered by the Bidder in its Letter of Bid, as read out at the Bid Opening.

1.5

**Quantifiable Nonmaterial Nonconformities (In accordance with ITB 28.8)**

The adjustment shall be made using the following methodology: NOT APPLICABLE

1.6

**Margin of Domestic or Regional Preference (If permitted in accordance with ITB 31.2)**

NOT APPLICABLE

1.7

**Any other Criteria or Methodology**

[none]

## **2. Qualification Criteria**

N.B.: This SBD for Procurement of Small Works assumes that no Prequalification has taken place before bidding. However, if a Prequalification process is undertaken, then the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Bidder and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

<b>2</b>	<b>Qualification (Without Prequalification)</b>
<b>2.1</b>	<b>Eligibility (TABLE)</b>
<b>2.2</b>	<b>Historical Contract Non-Performance (TABLE)</b>
<b>2.3</b>	<b>Financial Situation (TABLE)</b>
<b>2.4</b>	<b>Experience (TABLE)</b>
<b>2.5</b>	<b>Personnel (TABLE)</b>
<b>2.6</b>	<b>Equipment (TABLE)</b>

## 2. Qualification Tables (Without Prequalification)

Factor	2.1 Eligibility					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder Single Entity	Joint Venture, Consortium or Association			
			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 JVCA 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 JVCA 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 JVCA 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 Borrower's country law	Not having been excluded as a result of the Borrower's country laws or official regulations (ARMP), or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8	Must meet requirement	Existing JVCA must meet requirement	Must meet requirement	N / A	Letter of Bid, Attestation of Non exclusion of public contract by ARMP

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder	Joint Venture, Consortium or Association			
			Single Entity	All partners combined	Each partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last <u>three</u> (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 JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON - 2
2.2.2 Failure to Sign Contract	Not being under execution of Bid-Securing Declaration pursuant to ITB 4.6 for three (3) years	Must meet requirement	N / A	Must meet requirement by itself or as partner to a JVCA	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	
2.2.3 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 JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON – 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	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 __three__ [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability.	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 in FCFA of: 175 million, 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					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.3. Financial Resources	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: (i) the following cash-flow requirement in FCFA: At least <b>Seventy (70) million</b> and (ii) the overall cash flow requirements for this contract and its current commitments.	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 + Form CCC

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	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 five [5] years prior to the applications submission deadline, and with activity in at least nine (9) months in each 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 five (5) years, each with a value of at least in FCFA 80 million 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, Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2(a)

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.2 Specific Experience	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: 2 building construction works	Must meet requirements	Must meet requirements	N / A	Must meet requirements	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

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

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

If a bidder is submitting for more than one lot, the proposed personnel must be strictly distinct from one lot to another if the bidder intends to be awarded more than one lot. (N/A)

## 2.6 Equipment

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

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

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

## Section IV. Bidding Forms

### Table of 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.

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;<sup>11</sup>
- (g) If our bid is accepted, we commit to obtain a performance security in accordance in accordance with ITB 38 and GC 5.15, for the due performance of the Contract;
- (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; 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, or under execution of a Bid-Securing Declaration in the Employer's country, or under the Employer's country laws or official regulations, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITB 4.4, 4.6 and 4.8, respectively;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;<sup>12</sup>

<sup>11</sup> Include if price adjustment provisions apply in the Contract in accordance with PC Clause 5.10 Price Adjustment.

<sup>12</sup> Use one of the two options as appropriate.

- (l) We are / are not under sanction by the World Bank, the IADB, EBRD or the AsDB for any action of corruption and fraud in accordance with ITB 3. [If under sanction, please provide details including date of start of sanction and duration].
- (m) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>13</sup>

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

- (n) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the country of the Employer, as such laws have been listed by the Employer in the bidding documents for this contract.<sup>14</sup>
- (o) 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;
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (q) If awarded the contract, the person named below shall act as Contractor's Representative:
- (r) We accept the appointment of [Employer to insert full name and address of suggested appointee] as the Adjudicator. / We do not accept the appointment of [Bidder to insert name suggested by Employer] as the Adjudicator, and propose instead that [Bidder to insert alternative name] be appointed as the Adjudicator, whose daily fees and biographical data are attached.<sup>15</sup>

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign  
the Bid for and on behalf

of: \_\_\_\_\_

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

<sup>13</sup> If none has been paid or is to be paid, indicate "none".

<sup>14</sup> The Bank will accept the introduction of such undertaking at the request of the Borrowing country, provided the arrangements governing such undertaking are satisfactory to the Bank.

<sup>15</sup> Use one of the two options as appropriate.

**Bill of Quantities/Schedules of Prices****BILL OF QUANTITIES**

No	Description	unit	Qty	U.P	Amount
100	Preliminary works				

100.001	Chiselling and excavation of foundation	m3	8.25		
100.002	Dimoilition of wall	m2	13.75		
200	FOUNDATION WORKS				
200.001	Lean concrete of mixture PC 150kg/m3	m3	1		
200.002	Reinforced concrete isolated footing 65x80x30 mixture PC 300 kg/m3	m3	2.5		
200.003	Reinforced concrete pillars 15x30x100 on isolated footing mixture PC 350 kg/m3	m3	1		
200.004	8cm reinforced concrete floor mixture PC 350kg/m3	m3	44.2		
300	Raising of walls				
300.001	General block works 15x40x20	m2	380		
300.002	Reinforced concrete pillars 15x30x400 mixture PC 350 kg/m3	m3	3		
300.003	Reinforced concrete lintels 15x20 mixture PC 350 kg/m4	m3	1		
300.004	Reinforced concrete beams 15x50 mixture PC 350 kg/m5	m3	9		
	Glass wall	m2	145		
400	Decking				
400.001	Timber decking over the packaging and inspection room	m2	150		
400.002	Plywood ceiling in packaging room	m2	208		
400.003	construction of staircase with steps in metal	m2	7.2		
	METAL DOORS 200X250	U	3		
	DOORS 100X210	U	8		
	DOORS 200X210	U	2		
	DOORS 70X210	U	4		
	GATE	U	1		
500	Pavement				
	Pavement of varendars in reinforce concete	m2	148		
	Rehabilitating the drainage gutter	ml	150		
	Yard paved with gravel thickness	m2	1800		
600	Toilet facilities	M2	35		
700	Platform for the tanks and compressors	m2	30		
800	Electrification	ls	1		
900	installation of Ventilation an air conditioning system	ls	1		
1000	installation of piping system and duct system	ls	1		
	Toilet fittings	ls	1		
				total	-

**MODEL OF UNIT PRICE BREAK DOWN**

Nº Price	Description of activities	Daily out put	Total Quantity:	Unit	Activities Duration:

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

<b>Form of Bid Security (Bank Guarantee)</b>
--

\_\_\_\_\_ [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 ITB 38.

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)]

## **Technical Proposal**

### **Technical Proposal Forms**

**Site Organization**

**Method Statement**

**Mobilization Schedule**

**Construction Schedule**

**Contractor's Equipment**

**Personnel**

**Others**



<b>Site Organization</b>
--------------------------

<b>Method Statement</b>
-------------------------

<b>Mobilization Schedule</b>
------------------------------

<p><b>Construction Schedule</b></p>
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## Contractor's Equipment

### Form EQU

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.

<b>Type of Equipment*</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity*</b>	<b>Year of manufacture*</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <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.

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

**Proposed Personnel****Form PER – 1**

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

## Form PER - 2

<b>Position*</b>		
<b>Personnel information</b>	<b>Name *</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of Employer</b>	
	<b>Address of Employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present Employer</b>

[illegible]



**Others**

<h2><b>Bidder's Qualification</b></h2>
--

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.

**Bidder Information Sheet**

Form ELI - 1.1

Date: \_\_\_\_\_  
Bidding No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name

2. In case of Joint Venture, Consortium or Association (JVCA), 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:

- ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with **ITB** Clauses 4.1 and 4.2.
- ☐ In case of JVCA, letter of intent to form JVCA including a draft agreement, or JVCA agreement, in accordance with **ITB** Clause 4.1
- ☐ 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** Clause 4.5.

**Party to JVCA Information Sheet**

Form ELI - 1.2

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

Bidding No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:

2. JVCA's Party legal name:

3. JVCA's Party Country of Registration:

4. JVCA's Party Year of Registration:

5. JVCA's Party Legal Address in Country of Registration:

6. JVCA's Party Authorized Representative Information

Name:

Address:

Telephone/Fax numbers:

Email Address:

7. Attached are copies of original documents of:

- ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Clauses 4.1 and 4.2.
- ☐ 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 Clause 4.5.

## Historical Contract Non-Performance

### Form CON – 2

Bidder's Legal Name: \_\_\_\_\_

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

JVCA Partner Legal Name: \_\_\_\_\_

Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

#### 1.1.1.1.1 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
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

#### 1.1.1.1.2 Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ ☐ ☐ No pending litigation in accordance with Sub-Factor 2.2.3 of Section III, Evaluation and Qualification Criteria.

☐ Pending litigation in accordance with Sub-Factor 2.2.3 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:	_____

**Current Contract Commitments / Works in Progress**

## Form CCC

Bidders and each partner to a JVCA 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 in FCFA	Estimated completion date	Average monthly invoicing over last six months in FCFA
1.				
2.				
3.				
4.				
5.				
etc.				

## Financial Situation

### Form FIN – 3.1 Historical Financial Performance

Bidder's Legal Name: \_\_\_\_\_

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

JVCA Partner Legal Name: \_\_\_\_\_

Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

Financial information in FCFA	Historic information for previous _____ ( ) years FCFA						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
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 JVCA, 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)



## Average Annual Turnover

Form FIN – 3.2

Bidder's Legal Name: \_\_\_\_\_

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

JVCA 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.

**Financial Resources****Form FIN – 3.3**

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 fcf/a
1.	
2.	
3.	
4.	

## General Experience

### Form EXP – 2.4.1

Bidder's Legal Name: \_\_\_\_\_

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

JVCA 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

## Specific Experience

### Form EXP – 2.4.2(a)

Bidder's Legal Name: \_\_\_\_\_

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

JVCA Partner Legal Name: \_\_\_\_\_

Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required].</b>	<b>Information</b>		
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 JVCA or subcontractor, specify participation of total contract amount	_____%	_____	US\$ _____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____		
E-mail:	_____		

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

Bidder's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

JVCA 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 2.4.2(a) of Section III, Evaluation and Qualification Criteria:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

## Specific Experience in Key Activities

### Form EXP – 2.4.2(b)

Bidder's Legal Name: \_\_\_\_\_

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

JVCA 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 JVCA or subcontractor, specify participation of total contract amount	_____ %		US\$ _____
Employer's Name:			
Address:			
Telephone/fax number:			
E-mail:			

**Specific Experience in Key Activities (cont.)**  
**Form EXP – 2.4.2(b) (cont.)**

Bidder's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

JVCA Partner Legal Name: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2(b) of Section III, Evaluation and Qualification Criteria:	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	





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# TECHNICAL SPECIFICATIONS (TS) FOR THE CONSTRUCTION OF SPRINKLER IRRIGATION SCHEMES FOR GP-DERUDEP

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## 1 EQUIVALENTS OF STANDARDS AND CODES

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Engineer's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Engineer at least 28 days prior to the date when the Contractor desires the Project Engineer's consent. In the event that the Project Engineer determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in this document.

## 2 GENERAL INFORMATION AND DESCRIPTION OF THE WORKS

The following Technical Specifications have as their objet the definition of the origin, quality and preparation of materials, the methods of excavations, masonry and related structures as well as plumbing for the constructions of sprinkler irrigation systems well as the various access roads for the construction of dams under the framework of the Grassfield Participatory and Decentralized Rural Development Project (GP-DERUDEP II), financed by the Islamic Development Bank (ADB).

### 2.1 ABBREVIATIONS

The following abbreviations will be used:

- C.C.T.G. : Cahier des Clauses Techniques Générales ; French Technical Standard governing all public works contracts within the jurisdiction of the French Public Works Authorities.
- LABOGENIE: Laboratoire Nationale de Génie Civil (National Civil Engineering Laboratory) P.O. Box 349, Yaoundé.
- A.S.T.M.: American Society for Testing and Materials.
- D.T.U.: Document Technique Unifié, published by the Centre Scientifique et Technique du Bâtiment (Scientific and Technical Building Center) in France.
- A.F.N.O.R.: French Association for standards, Tour Europe – Cedex 7, 92080 Paris La DEFENSE – FRANCE.

### 2.2 CONTENT AND DESCRIPTION OF THE WORKS

The works to be executed may include

- Setting out of dams, mains and laterals
- Preparation of detail construction plans,
- Preliminary works (clearing, felling of trees and shrubs and removal of debris)
- Construction of dam intakes including their control structures,
- Excavations for pipelines,
- Bulldozing of access roads for catchment and reservoir construction,

- Construction of reservoirs,
- Supplying of PVC pressure pipes of diameter indicated on the plans,
- Putting in place if any, of sign boards,
- Carrying out of compression tests to check the quality of concrete,
- The taking of measures to protect the environment.

The proposed dams are in masses of rough stone masonry bonded with cement mortar. Each dam is equipped with an intake, an emptying system and a spillway which empties into the river bed downstream.

The works are divided into two groups:

- Manual work,
- mechanized work.

Manual works are those that can be executed following the High Intensity Manual Labor (HIML) method. These concern mainly clearing of dam areas, felling of trees and shrubs, removal of debris and refuse and excavations for pipelines.

### **Earthworks**

Earthworks consist of:

- Building of the site access road from the nearest existing road ;
- Clearing of the overall area of the water retaining area; the pipelines of all vegetation and rocks which may be found ;
- Undertaking excavations following the Engineer's instructions for the dam foundations and the pipelines.

## **2.3**

### **Foundations**

The foundations of the dam will be as directed by the Engineer:

- Either directly on the rock with possible injection of passive anchors ;
- Or directly on suitable soil material with cut-off walls and upstream apron.

### **Masonry**

Masonry work will consist of:

- Building the dam itself in masonry of raw stone bonded by cement mortar ;
- Construction of related structures to the dam (spillway), for instance in reinforced concrete.

**Distribution of Works into LOTs**

The works are organized into three (3) LOTs as follow:

LOT	Name Sites	Surface Area (ha)
ONE	WADA	54
	FILIE	115
	UPPER FARMS	90
<b>Total 1</b>		<b>259</b>
TWO	KEDJOM- Keku	36
	KEDJOM-KETINGOH	60
	NTAH	100
<b>Total 2</b>		<b>196</b>
THREE	NGONG PINYEN	125
	AWING PANGSEH	60
<b>Total 3</b>		<b>180</b>
<b>General Total</b>		<b>640</b>

The maps showing the layout of the irrigation schemes and their location can be consulted from the Project Engineer of GP-DERUDEP. Other data available includes the Georeferences of the various sites.

**2.4 STANDARDS AND REGULATIONS**

The following documents shall apply to this contract:

**General Technical Specifications**

- Section 2 General earthworks (Decree N° 65 – 798, dated 7 September 1965).
- Section 3 Supply of hydraulic binding materials (Decree N° 64 – 1380, dated 31 December 1964, amended by Decree N° 68 – 1003, dated 11 October 1968).
- Section 4 Heading I Steel for reinforced concrete (Decree N° 67 – 856, dated 11 September 1967).
- Section 61 Heading VI Technical rules for the design and calculation of works and Structures in reinforced concrete (Decree N° 68– 340, dated 4 April 1968). Amendment (Decree N° 68– 340, dated 4 April 1968).
- Section 63 Mixing and placing of reinforced concrete (Decree N° 70 – 28, dated 7 January 1970).
- Section 64 Masonry works (Decree N° 70 – 28, dated 7 January 1970).
- Section 65 Construction of works and Structures, in reinforced concrete (Decree N° 69 – 346, dated 21 March 1969).
- Section 68 Heading I Construction of foundation works for structures (Decree N° 66 – 781, Dated 30 July 1966).
- Section 70 Drainage trenches and ancillary works (Decree N° 71 – 701, dated 4 August

1971: modified and replaced by Decree N° 76 – 1069 of 5 November 1976 and Where Appendix IV has been cancelled and replaced by Decision 1 -76 of the Permanent study group of building works contracts).

- Section 71 Supply and placing of water pipes, accessories and connections (Decree N° 79 – 923, dated 16 October 1979).

Documents Techniques Unifiés (D.T.U.)

D.T.U. N° 20 - Masonry

D.T.U. N° 26.1 – Binders

D.T.U. N° 60.1 - Plumbing

### Operational Methods for testing

All test methods undertaken shall be in accordance with AFNOR standards (cement, gravel, concrete). In the absence of French standards for defining a test, A.S.T.M. methods shall be used.

## 3 Supply, QUALITY AND PREPARATION of materials

### 3.1 preliminary information

The symbol used for mortar and concrete in the following pages of this document have the following meaning:

- M : means mortar
- C : means ordinary concrete
- Q : means high grade concrete

The three final numbers following the letter express the proportion of cement expressed in kilograms per cubic meter of concrete or mortar.

### SOURCE of materials

The supply of all material to be used directly or indirectly in the construction of the works of this contract shall be the responsibility of the contractor.

The sources of all materials as well as samples shall be submitted for the approval of the Engineer in enough time so that the time limit set by the contract may be adhered to, and within a maximum time limit of thirty (30) calendar days from the notification of the approval of the contract.

The materials listed below shall be obtained from the sources indicated below:

Type of material	Geographic origin and geological type
Cement	Factories approved by the Engineer
Sand for mortar and concrete	Local alluvial sand
Gravel for mortar and concrete	Local quarry approved by the Engineer
Rubble stone	Local quarries near the site and approved by the Engineer

### Materials for Backfilling Excavations

The materials used for backfill of excavations for dam construction shall be clayey sand obtained either from borrow pits or from the excavations. These materials shall have the following characteristics:

- HRB classification A-2-4, A-2-6 or A4 or A6(10);

- They shall be free of organic matter (tolerance 0.5 %);
- Percentage of fines of less than 50 % (sieve 0.08);
- Plasticity Index (PI) less than 15;
- Linear expansion in the CBR mould of less than 0.5 %.

The materials used for the backfilling of excavations for pipeline construction shall be soil excavated from the pipelines.

### CEMENT

The cement used must conform to the standards in force in Cameroon.

The following types of cement shall be used:

- cement for concrete – Portland cement 35 CPA 325
- Cement for mortar used for masonry shall be Portland cement with low heat of hydration of class 35, or the equivalent.

Cement for concrete and mortar shall be delivered in bags of fifty (50) kilogram's. The Contractor shall undertake to have a scale available for the Engineer's use on site which is capable of weighing the bags of cement delivered with an accuracy of within half (0.5) a kilogram. Cement for concrete and mortar shall be delivered to the site at a temperature lower than 70 °C (seventy degrees centigrade).

Cement bags shall be stored in a place covered and protected from rain. This place shall be equipped with thermometers. Cement for concrete or for mortar having a proportion of cement greater than or equal to 350 kg/m<sup>3</sup> may be used after a storage time reduced to five (5) days on condition that it proves satisfactory at the fissuration test.

The laboratory to which the tests shall be entrusted shall be approved by the Engineer. At least one routine sample shall be taken from each delivery, i.e., from each truck-load of cement of the same specification at the rate of one (1) sample per twenty (20) tones or fraction of twenty (20) tones of cement. From these samples, the Engineer shall select those to be analyzed, at the rate of one (1) out of two (2), with a minimum of six (6) samples per batch of one hundred (100) tones of cement of the same specification. The samples for the analysis shall be kept by the laboratory carrying out the analysis, and the other samples shall be kept for the record by the Engineer until provisional acceptance. The Engineer shall select as the work progresses, the five (5) batches of twenty (20) tones of cement from which samples shall be taken for analysis. In the case where a batch of cement is rejected, the replacement batch shall also be subjected to analysis, and in addition, a further batch selected by the Engineer shall also be tested. The tests to be carried out on the samples for analysis shall be the following:

- Setting time (normal test): one (1) test per sample.
- Expansion in heat (on a pure mix): two (2) tests per sample.
- Fissurability: one (1) test per sample after standing for five (5) days.

The results of these tests shall be communicated to the Engineer within seventy-two (72) hours following the sampling, and in all cases, before the cement is used. For each batch of twenty (20) tones of cement, the results of the tests carried out on the samples for analysis shall be interpreted as though all the tests had been carried out on the same sample. For cement to be used for concrete or mortar with a cement content less than 350 kg/m<sup>3</sup>, no tests are envisaged. Any unsatisfactory result obtained in the manner indicated above – with the exception of the fissuration test will entail the carrying out of the tests laid down in paragraph 7 of Article 10 of section 3 of the C.C.T.G. on all the batch samples. If one of the tests gives unsatisfactory results, the corresponding batch shall be rejected. Should a double counter-test be requested by the Contractor, the batch shall be rejected if the results of one of the two counter-tests is unfavorable. If the first

fissuration tests carried out do not give satisfactory results, new tests will be carried out after a storage time of fourteen (14) days. For this purpose, two (2) samples shall be taken per lot. Each sample shall be interpreted in accordance with the second subsection of paragraph 8 of Article 10 of section 3 of the C.C.T.G. should the results be unsatisfactory, the corresponding batches of cement shall be rejected.

#### **SAND FOR MORTAR AND CONCRETE**

The sand for mortar and reinforced concrete shall be obtained from rivers or through crushing. The sand component shall be between 80% and 95%. The sand must be free from dirt, clay or any organic matter and if deemed necessary, it should be washed before being used. For sand for concrete C150 and C250 quality the maximum proportion of matter retained by the five (5) millimeter sieve shall be less than ten (10) percent. For sand for mortar the proportion of matter retained by the two point five (2.5) millimeter sieve shall be less than ten (10) percent. For sand for concrete of C350 quality the granularity shall be contained in the range put forward by the Contractor following the granulometric study of concrete formulation which has been passed by the Engineer. The Contractor may only use sand which has been delivered at least two days in advance; consequently the storage capacity of different types of sand must be at least equivalent to the greatest amount needed for two (2) days of concrete work. The sand of different categories or graduations classification shall be stored in batches separated in such a way that they do not become mixed. The storage areas shall be drained and laid out in such a manner that the cleanliness conditions outlined above are ensured.

#### **MEDIUM AND COARSE AGGREGATES FOR CONCRETE**

The aggregates for concrete shall be rolled or crushed. Aggregates for reinforced concrete shall have a LOS ANGELES coefficient smaller than or equal to forty (40).

The maximum proportion by weight of aggregates to be used in Q350 quality concrete passing through a two (2) millimeter sieve by washing shall be less than one point five (1.5) percent. The proportion of matter liable to be eliminated by decanting following the procedure laid down in NFP 18301 shall not exceed one percent (1%).

The gradation thresholds of aggregates shall be as follows:

<b>Concrete</b>	<b>Thresholds</b>	
	<b>Lower than Sieve mm (square mesh)</b>	<b>greater than Sieve mm</b>
C150 and C250	5 (6.3)	32 (40)
Q250	5 (6.3)	20 (25)

(The figures in parentheses correspond to the size of the equivalent sieve with round holes).

The weight of aggregates retained on the sieve corresponding to the upper limit and the weight of aggregates passing through the sieve corresponding to the lower limit shall in each case be lower than ten (10) percent of the initial weight submitted for screening. The granulometric range of tolerance for aggregates used in concrete of Q350 quality shall be that put forward by the Contractor following his granulometric study of the composition of concrete approved by the Engineer.

The Contractor may only use medium and coarse aggregates delivered at least two (2) days in advance; consequently the storage capacity of such aggregates shall be at least equivalent to the greatest amount needed for two (2) days of concrete work. If the concrete program shows periods of concrete work exceeding



two consecutive days, the Contractor shall provide additional storage facilities necessary. Aggregates of different categories or gradation classifications shall be stored in batches separated in such a manner that the cleanliness conditions outlined above are ensured.

### TESTS TO BE CARRIED OUT ON AGGREGATES

For the tests to be carried out on aggregates, samples shall be taken in the presence of the Engineer or his representative. The tests shall be carried out in a laboratory approved by the Engineer. The following tests shall be carried out:

- One (1) measurement of sand equivalent per twenty (20) cubic meters or fraction of twenty (20) cubic meters of sand;
- One (1) grading analysis control test per fifty (50) cubic meters or fraction of fifty (50) cubic meters of sand for concrete or mortar of Q350 quality.

With at least:

(1) See C.C.T.G., section 65, Article 5, paragraph 5.

- One (1) measurement of sand equivalent and one (1) grading analysis test for sand for mortars and concrete of Q350 quality on each delivery.

For medium and coarse aggregates for concrete the following tests shall be carried out:

- Two (2) measurements of the LOS ANGELES coefficient during the production of aggregates;
- One (1) measurement of the proportion by weight of aggregates washed through a 2 mm sieve, including if necessary the measurement of the plasticity index of the particles less than two millimeters (2 mm) in size per twenty (20) cubic meters of aggregate for reinforced concrete ;

- One (1) grading analysis control test per fifty (50) cubic meters or fraction of fifty (50) cubic meters,

With at least:

- One (1) measurement of the proportion by weight of aggregates passing through a 2 mm sieve, and a grading analysis control test on each delivery.

Should a negative result be obtained for a test carried out in accordance with the proceeding paragraphs, the Engineer shall, at the Contractor's expense, carry out two counter-tests; should the results of these counter-tests be unsatisfactory, the materials in question shall be rejected, should the results of these counter-tests prove satisfactory, the materials in question shall be accepted.

### MIXING WATER

Water used for mixing mortar shall have physical and chemical properties as defined by NFP 18-303. It shall not contain more than two (2) grams of dissolved salts per liter. The presence of chlorine, sodium or magnesium will not be accepted in quantities greater than that usually accepted in drinking water. In the case where the water used is considered acceptable for human consumption, no test will be considered necessary. In other cases tests to be undertaken will be described in the specification AASHTO 26-72.

### ADDITIVES FOR MORTARS AND CONCRETE

The incorporation during manufacture of any additives to the binding materials is forbidden. The use of additives in the mixing of concrete shall be strictly subject to the Engineer's approval. The use of additives in the mixing of mortar shall be subject to the Engineer's approval. After testing, the following may be found acceptable:

- retarders,
- plasticizers,
- air entrainers,

And possibly adhesive agents.

**ROUGH STONES**

Stones shall be obtained from deposits or quarries and shall be extracted by methods approved by the Engineer. The Stones shall be hard, sound and shall not have signs of weathering. Each stone shall have neither depressions nor projections which could weaken it or prevent it from being placed correctly. The Stones shall be raw as defined by Article 4, section 64 of the C.C.T.G. At least fifty percent (50%) of the total volume of masonry shall be formed of stones having a unit weight of less than (50) kilograms.

**PLAIN REINFORCING STEEL**

Plain round reinforcement bars shall be of type Fe.E.24 as defined in Chapter II, Heading I of Section 4 of C.C.T.G. Such steel shall be used:

- as bracing reinforcement
- as hoisting bars
- As temporary reinforcement of a diameter less than or equal to ten (10) millimeters if they are subjected to bending followed by straightening.

**DEFORMED REINFORCING STEEL**

Deformed reinforcement shall be classified either in the category Fe.E.40 A or Fe.E.40 B. Reinforcement bars shall be supplied in such lengths that the overlapping of longitudinal reinforcement can be spaced at a minimum of twelve (12) meter centers.

Only steel of category Fe.E.40 A can be used as bent reinforcement of a diameter equal to or greater than twenty (20) millimeters, as framing, as braces and as pins not provided for in plain reinforcing steel in Article 3.2.10 above.

Reinforcement which is not covered by Article 3.2.10 above or the preceding paragraph of this Article may be made of steel of category Fe.E.40 A or Fe.E.40 B at the Contractor's choice.

**CURING PRODUCTS**

The curing product proposed by the Contractor shall be submitted to the Engineer for his approval.

Should a temporary waterproof coating be used, the product in question shall be one appearing on the approved list issued by the Ministry of Trade of Cameroon.

**PLASTERED FINISHES**

This article concerns the characteristics and quality of finishes in mortar or hydraulic binders for protecting or sealing the concrete or masonry faces.

The binder used shall be artificial Portland cement class 35, or cement for masonry conforming to standard NFP 15-307 and of class 250.

Sand used shall conform to the specifications corresponding to each usage and indicated in DTU N° 261, Chapter IV.

Mixing water must conform to the specifications of Article 3.2.7 above.

Additives should conform to the specifications of paragraph 2.4. of D.T.U. N° 26.1.

**COATINGS FOR HIDDEN FACINGS**

Coatings used for the protection and waterproofing of hidden facings shall be:

- either de-acidified tar,
- or hot bitumen,

- or non-acid emulsion of bitumen:

The Contractor shall provide a product identification note for the product which he intends to use for the Engineer's approval.

#### **PIPES AND ACCESSORIES**

Pipes used shall be PVC pressure pipes conforming to standards in force in Cameroon. The Contractor shall submit to the Engineer's approval, the source and the quality of the pipes which he is going to use.

Taps and their accessories shall conform to specifications of Chapter III of Section 71 of the C.C.T.G.

#### **MATERIALS FOR WATERPROOF JOINTS**

The backing materials for waterproof joints shall not produce any chemical action on the joint sealant and shall be non adhesive to the concrete and the sealant material. The Contractor shall provide the Engineer with technical data regarding the backing material that he intends to use in order to get the Engineer's approval for such a material.

The sealant material will be a sealing compound, resisting to water, salted or not. It should be easy to handle within a broad temperature range. It shall not run into the joints of the vertical facings and shall be perfectly adhesive to the masonry or concrete without using a prime coat. A one component elastomeric compound is recommended. The Contractor shall provide the Engineer with the manufacturer's technical data in order to get the Engineer's approval for such compound that the Contractor intends to use. A prime coat will be applied if it is recommended by the compound manufacturer. Each lot or batch of sealing compound shall be delivered to the job site in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number and the conservation temperature range and shall be accompanied by the manufacturer's certification stating that the compound meets the requirements of the corresponding specifications in his home country.

### **4 METHOD OF CARRYING OUT THE WORKS**

#### **4.1 Generalities**

##### **Security**

The Contractor shall be required to place at the entrance to the works site and in its vicinity, signboards indicating that work is underway and he shall be responsible for any accident that occurs on the works site and/or suffered by a third party, his staff and employees and officials of the Administration as a result of their presence on the works site. Organization of work and security on the works site shall be the responsibility of the Contractor.

##### **Traffic**

The Contractor shall be responsible for ensuring that traffic is not obstructed on the entire stretch of his works site throughout the period of work up till provisional acceptance. No obstruction of traffic shall be allowed for more than two hours. Maintenance of traffic flow shall be the responsibility and at the expense of the Contractor and in case of any breach of contract by the latter, the Engineer may bring in a third party to correct any faults. All related expenses shall be borne by the Contractor.

Where interference with traffic is inevitable, the opinion of local administrative authorities shall be required for any obstruction for a given period.

##### **Personnel**

The personnel required to carry out the works shall comprise of the following per LOT

Function	Quantity	Minimum Qualification	Minimum Experience	Justification Documents
Chief of Mission or Works Director	1	First Degree in Hydraulic Engineering or Specialist in Irrigation	10 years general experience with at least 3 years on similar assignment	<ul style="list-style-type: none"> <li>▪ Certified certificates</li> <li>▪ Presentation of originals</li> <li>▪ Signed CV</li> </ul>
Supervising Engineers	2	First Degree in Civil Engineer or Equivalent	5 years experience in hydraulic infrastructures constructions	<ul style="list-style-type: none"> <li>▪ Certified certificates</li> <li>▪ Presentation of originals</li> <li>▪ Signed CV</li> </ul>
Site Technicians for on-site supervision	3	HND or Equivalent in Civil Engineering, Plumbing or building construction	3 years experience in civil works	<ul style="list-style-type: none"> <li>▪ Certified certificates</li> <li>▪ Signed CV</li> </ul>

#### Minimum Key Equipment Required

The minimum equipment on which the contractor will have to present before starting the works are:

Key Equipment	Quantity	Max. Age	Ownership	Country of Origin	Justification Documents
Bulldozer	1	20			Certified Carte grey
Grader	1	15			Certified Carte grey
Excavator	1	10			Certified Carte grey
Concrete Mixer	1	5			Certified Carte e grey
Manual Compactor	1	5			Purchase Receipt
Water pump	1	3			Purchase Receipt
Dump Truck of >9m <sup>3</sup>	1	10			Certified Carte grey
4WD Pickup Vehicle	1	5			Certified Carte e grey
Measuring Wheel	2	-			Purchase Receipt
GPS	2	-			Purchase Receipt
Electrofusion or pipe fusion	2				Purchase Receipt

All equipments must have their origin from member countries of the African Development Bank.

Equipment can either be owned or hired but must have registered hired agreement specifying the equipment and their serial number or registration number.

#### **4.2 Program of carrying out the works**

The Contractor shall submit a detailed program for the carrying out of the works for the approval of the Engineer within thirty (30) calendar days after the notification of the signing of the contract. This program shall correspond to the principal program dates given by the Contractor in his tender. This program shall be updated after a precise definition of works according to 3.3.3 below and the execution documents defined 3.3.4 below.

The Contractor shall submit with his program a memorandum detailing the materials imported with the delivery dates, the work methods used and the numbers of personnel employed. He shall also submit a list of plant and machinery which he proposes to use in carrying out the works. The Engineer may insist on the replacement of an item of plant or machinery which is not satisfactory for the execution of the works for this contract. The Contractor will not make any claims if he is obliged to replace any item of plant or machinery, even if such item was shown on the list accompanying his tender.

The Engineer shall return this program to the Contractor either signed or, if necessary, accompanied by his comments within twenty (20) calendar days maximum. Any alterations requested from the Contractor shall be carried out within the time limits which are given to him.

The Contractor shall propose in enough time any additions and modifications which have to be added to this program during the course of the works. In any case, the modifications made to the program for carrying out of the works may only be carried out after the approval of the Engineer.

During the course of the work the Contractor shall keep an up-to-date record of the program for carrying out of the works in accordance with the actual work on the site.

#### **Definition of works to be executed**

After preliminary works the Engineer shall define to the Contractor, during a field visit the works to be executed. These works shall be grouped in two categories:

- -manual work (NOT obligatory) :
  - Clearing,
  - Felling of trees,
  - Excavations pipelines,
  - Backfill.
- -mechanized works :
  - Felling of large trees
  - Access road construction,
  - Dewatering,
  - Storage tank
  - Dams, etc

#### **Execution documents**

After the definition of works according to 3.3.3 by the Engineer, the Contractor shall produce in six (6) copies the following execution documents and transmit to the Engineer at least thirty (30) days before works commencement :

- The descriptions of work items;
- Construction drawings of each structure to be realized to a scale of 1/20 or 1/10;

- The quantities corresponding to the work items.

The descriptions shall show:

- The lengths of clearing works ;
- The widths of excavations as well as the areas and thickness of excavations and backfill ;
- The positions of structures to be constructed ;
- The volumes of concrete and masonry works, etc...

A copy of the execution documents signed by the Engineer shall be returned to the Contractor accompanied, if need be, by modifications to be made within seven (07) days after receiving them. This file shall be the basis for the determination of quantities to be executed, unless modifications on the site noted and approved by the Engineer and quantities measured by both parties.

Approvals given by the Engineer do not reduce in any way the responsibility of the Contractor, who may not, in particular, take advantage of any error or omission in the plans, designs, calculations, notes, etc to disclaim his responsibilities.

No compensation of any kind may be awarded to the Contractor as a result of any interruption in the work caused by the non-submission within the time specified of any element of the plans for the carrying out of the works. Plans for the carrying out of the works shall be drawn up for the water catchment and all structures as well the pipe network within the area to be irrigated.

The designs shall consist of all plans, calculations, quantities, concrete analysis and construction procedures with accompanying technical notes and certificates from the suppliers.

The plans shall show the different phases of concreting and the means used for vibrating the concrete. They shall indicate the starter bars and construction joint bars. These plans and calculations shall indicate in particular:

- The location and alignment of the reinforcement,
- The diagrammatic representation of different concrete pours.

The calculations for structures shall be undertaken in accordance with the regulations in force:

- Modified Heading VI of Section 61 of the Technical specifications "design and calculation of reinforced concrete structures" following circular M.E.L. N° 70-115 of 27 October 1970.

#### **4.3 Methods of testing and supervision**

The Contractor shall have the necessary equipment and qualified personnel on site to undertake the following testing:

- granulometric analysis of sand by sieving,
- sand equivalent,
- Concrete slump test.

The equipment and personnel shall be approved by the Engineer

The Administration shall undertake, alongside the control tests detailed in this document, other tests, considered necessary through its own means and costs. In the case of litigation counter tests shall be undertaken in the presence of the two parties. These tests shall be at the cost of the losing party.

In the case where less than 40% of works previewed in the contract do not require geotechnical tests, the Contractor may decide not to have a permanent site laboratory and thus subcontract the tests to a private laboratory approved by the Engineer. The presence on the site of this private laboratory shall be programmed so as to permit the progress of works according to the planning.

The laboratory within which concrete testing to be undertaken shall be approved by Engineer.

**The Project Engineer of GP-DERUDEP will have to approve all final laboratory tests of materials before their use.**

#### **Setting out of structures**

The Contractor shall accept the site in the condition in which he/she finds it. Before beginning of works he/she shall undertake reconnaissance of the existing stakes at the site. An official memorandum shall record the basic positions of the site in accordance with the plans. The earthworks and all other works shall be undertaken with the necessary precaution so as to preserve during the duration of the works, all stakes marking the site.

The Contractor shall take care to preserve all markers, stakes etc and to replace them if need be so as to ensure that geometric control elements are always accessible. These works shall be at the Contractor's cost.

Simple numbered references with wooden pegs shall be placed at 50 m intervals so as to show the main axis of mainlines and laterals to be validated by the Engineer.

#### **Clearing**

##### ***Description of works***

This consists of eliminating the vegetation on the area of catchment construction (over a width of 20 meters either side of the upstream face of the catchment and over a length equal to that of the catchment increased by ten meters at each end) and excavations for mainlines and laterals. This shall be done manually.

##### ***Method of works execution***

Clearing consists of cutting the vegetation (grass and shrubs) on the area of catchment construction and excavations for mainlines and laterals. These works are executed manually by temporary staff of the Contractor.

Areas to be cleared are measured jointly by the Contractor and the Engineer before the beginning of works. Trees and shrubs shall be uprooted. Cutting shall be at about 5cm from the soil. Trees with diameter superior to twenty (20 cm) centimeter shall be classified under the felling of trees and the felling of large trees.

All vegetation around the catchments, mainlines and laterals shall be cut. All vegetal debris shall be cleared off the structures.

All material, stones, etc... shall be evacuated from the road platforms.

These works shall be carried out at times and places defined by the Engineer.

Clearing of vegetation may only commence after reporting the actual site conditions, the Contractor having forewarned interested parties in enough time and undertaken the necessary formalities.

**Felling of trees*****Description of works***

This operation consists of the systematic cutting of all trees on the areas of catchments construction, mainlines and laterals.

***Method of works execution***

Felling of trees shall be realized in areas indicated by the Engineer and shall consist of the cutting of trees of diameter larger than twenty (20) cm and less than fifty (50) centimeters measured at 1 m from soil level, the removal of their roots and the carrying of the trunks and roots to places defined by the Engineer. The trunks shall be in lengths defined by the Engineer. They shall not be sold neither by the Engineer nor the Contractor.

**Felling of large trees,*****Description of works***

This operation consists of the cutting of trees of diameter superior to fifty (>50) centimeters.

***Method of works execution***

Felling of large trees shall consist of the cutting of large trees, the removal of their roots and the carrying of the trunks and roots to places defined by the Engineer. The trunks shall be in lengths defined by the Engineer. They shall not be sold neither by the Engineer nor the Contractor.

The diameter shall be measured at 1 m from soil level.

**Access road**

The access road shall be built from the site of the catchment construction to the nearest suitable road. This road shall facilitate circulation of vehicles of the Contractor, Administration and Site Supervisors under suitably viable conditions.

The geometric characteristics of the access road shall be as follows:

- minimum width : four and a half meters (4.50 m)
- maximum longitudinal slope : ten per cent (10%)
- minimum radius in plan : thirty meters (30 m)

The Contractor shall be requested as far as it is reasonably possible to respect the alignment proposed on the drawings and marked out on the site. However, the Contractor may propose another alignment if it is considered to have better geometric characteristics and be better located (density of obstacles, driving condition etc.) and if the length does not exceed a further fifteen per cent (15%) of the road initially planned.

The Contractor shall undertake to form a cross sectional camber to the road so as to facilitate removing run-off water under the best conditions without hindering road traffic movement.

The Contractor shall remove all harmful rocks, blocks or obstacles which could make driving hazardous. In particular special attention shall be paid to the treatment of primarily rocky areas.



The removal of topsoil may be requested by the Engineer. It shall be undertaken over an average thickness of fifteen centimeters (15 cm). Earth and vegetable matter shall be removed outside the cleared area to places approved by the Engineer. The cost of this shall be considered within the cost of excavations.

**Excavations**

The purpose of excavations is to permit the construction of catchments; also for the construction of mainlines and laterals.

All the bases for the excavations on which foundations will be placed shall be inspected by the Engineer who will give the approval for the operations which follow. If the Engineer considers it necessary the bottom of the excavations shall be compacted such that the dry density reaches over a thirty (30) centimeters depth at least ninety (90) per cent of the Optimum modified Proctor.

Soil from the excavations of pipelines shall be used as backfill for the pipelines.

The excavations shall be undertaken to a depth required for the construction of the structures. The corresponding levels are indicated on the plans or shall be determined by the Engineer. The Contractor shall not disturb the natural ground below these levels. In the case of exceeding the levels indicated or disturbing the ground the Contractor shall backfill and compact the excavated bases according to the Engineer's instructions before starting any other operation. In the case of disturbing the ground just below the foundations, the Contractor shall remove the displaced materials and compact the excavated bases and restore the required level through the use of concrete. These operations shall be at the Contractor's cost.

The Contractor shall prevent water from entering the excavations whether by seepage, rains, storms, floods or any other way but in the case of water entering, should immediately remove this water by pumping or baling. If in the latter case the foundation ground is disturbed, the Contractor shall excavate the disturbed materials at his cost, and replace with good quality material.

The contractor shall carry the risk of collapse of excavated faces whether or not he takes any precautions, the nature of the precautions shall be entirely at his own discretion.

The Contractor shall submit to the Engineer's approval the mark, type, characteristics, age and number of items of equipment that he proposes to use and the arrangements that he considers undertaking for ensuring the draining of the excavations, the drying of the excavation faces and the complete dewatering of underground water and its removal to the outlets where it can be received. A particular maximum contractual outflow is not specified.

Trenches for pipes shall be excavated to a depth of 80cm deep and 40 cm wide or other such depths and widths as directed by the Engineer and shown on the plans.

Trenches shall be dug in accordance to the plans to facilitate the laying of pipes.

**Backfill of Excavations**

The backfill of the excavations shall be stopped at the level of the adjoining ground. The Materials for backfilling shall meet the specifications of 3.2.3.2. above. The Contractor shall use the excavation materials where they conform to the criteria specified above. Top soil and organic materials shall be discarded. In the case of the deficiency of materials, the Contractor shall use borrow pits. Stones whose largest dimensions exceed fifteen (15) centimeters shall be removed from the materials for backfilling the excavations. Backfilling shall only be undertaken when the Engineer has inspected and approved the work. In the case of using sheet piles or other supports during the excavations, they should be removed prior to back filling. The backfill shall be methodically compacted in accordance with paragraph 2 of Article 12 of section

2 of C.C.T.G. They shall be compacted in layers of 20 cm thickness maximum. The capacity required for these backfills shall be 95% of the dry optimum Modified Proctor density. The Contractor shall take measures to humidify or aerate the material so as to obtain the required water content.

After pipes must have been laid the trenches must be carefully filled and ramped in soil layers of 20cm. The compaction requirement for backfill of pipelines shall be at least 90% of the dry modified optimum proctor density.

### **Foundations**

At the level where the upper level of bed-rock is found, the foundations shall be either lowered to this level or placed directly on the soil.

When the upper level of bed-rock is found at a level considered reasonable by the Engineer, the foundations will be brought down to this level. Similarly, the Contractor will lower the excavations to the level of sound rock. The rock shall be carefully cleaned and weathered areas removed.

Sound rock shall be grooved according to the Engineer's instructions so as to give horizontal seating's on which to form the dam.

In the case where the upper level of sound rock is too deep in the Engineer's opinion, the dam will be placed directly on the ground at a level determined by the Engineer. The structure shall then lie on the ground and shall have cut-off walls and an upper apron.

### **Quarries and borrow pits**

Considering the exceptional nature of excavations, borrowed backfill shall be necessary. These shall be obtained from laterite quarries. They should meet the requirements of 3.2.3.3 of the present TS. If the quarries and borrow pits proposed by the Contractor prove to be inadequate, or if the quality of the materials is such that the Engineer must refuse them, the Contractor shall make it his business to seek out new quarries near the site. The Contractor may only begin using the quarries and borrow pits when he has obtained the written authorization of the Engineer, who may withdraw this authorization at any time if he considers that the extraction site no longer yields materials of a suitable quality. The Contractor may not claim any indemnity on this ground. The Contractor shall bear the cost of all extractions from the quarries and borrow pits, in particular:

- the opening and maintenance of access roads;
- the clearing of the trees and bush, the removal of top-soil or covering materials or undesirable materials, and their placing in storage outside the borrow area ;
- the drainage of borrow pits shall be assured in an efficacious manner ;
- The opening and maintenance of access roads.

The materials shall be transported to the construction site by trucks or agricultural tractors. Backfill shall be in successive layers of 10 cm thickness for small compactors and 20 cm thickness for large compactors. The materials should have optimal water content for compacting to 90 % of the Modified Proctor density for all layers of the backfill, except the last thirty (30) centimeters where the dry density shall be 95 % of the Modified Proctor density. The thirty (30) centimeters above the last thirty (30) shall also be compacted to 95 % of the Modified Proctor density.

At the end of works, quarries shall be brought to their original state to the satisfaction of the Engineer. Leveling shall be done so as to avoid standing water on the site. Topsoil shall be reconstituted and leveled and eventually soak away pits shall be created to avoid soil erosion.

**Loading and transport of soil from borrow pits**

For the transport of soil the Contractor shall comply with the regulations in force concerning restrictions imposed on loads and weights of machinery on the public road network and in particular:

- the maximum axle load ;
- the dimensions of vehicles ;
- exceptional convoys of dimensions superior to standards shall be subjected to special application before going on the road;
- measures to protect the environment (loss of material during transport, dust), the Contractor shall take necessary measures to limit the speed of vehicles on the site ;
- Installation of signal sign boards and flag carriers.

**Plus-value for the unit cost of borrowed backfill for transport of materials above 5km**

Plus-value applies per cubic meter of borrowed backfill transported per 1000 meters of transport distance above 5000 meters. The distance shall be measured between the center of gravity of the masses following the itinerary approved by the Engineer.

**Mortars and concrete*****Mortars for masonry work***

Mortar shall be fabricated mechanically. Mortar shall be prepared with a minimum of 350 kg of cement per cubic meter of sand. It shall not be mixed with too much water and therefore the proportion of mixing water shall be very carefully watched. In this respect the use of an air entraining agent and plasticizer may be proposed by the Contractor and accepted by the Engineer after comparative tests on mortars with and without additives. The consistence of the mortar shall be such that by taking mortar in the hand, it forms a soft, moist ball but which does not subside between the fingers. Mortar shall be used immediately after being manufactured. All the mortar which is dried or has begun to set must be rejected and should not be mixed with fresh water.

As concerns the making of mortar for finishes, the preparation of the surface and the method of use, reference is made to the corresponding specification incorporated in D.T.U. N° 26.

The joints of all external walls of stone masonry, which are visible, shall be pointed carefully such that the works have an aesthetic look. M625 mortar shall be used for pointing, with a cement paste (1:0) finish.

Plastering of surfaces in contact with water shall comprise pointing of the mortar joints followed by 1cm thick of spatter dash 1:2 M625. Application of a rendering coat of 2cm thick 1:4 (M300) mix and a setting coat 2cm thick 1:2 M625. The wall is then finished with cement paste.

**Concrete**

The description, class, proportion of binding materials, use and strength for the different types of concrete are given below:

Description and class of concrete	Weight of binding materials used/m <sup>3</sup>	Use	Strength (in bars)	
			Nominal tension	Minimum tension
C150	Cement : 150 kg of one of the cements indicated in Article 3.2.3	blinding concrete	No nominal tension strength required	No minimum strength required
C250	Cement : 250 kg of one of the cements indicated in Article 3.2.3	-	No nominal tension strength required	No minimum strength required
Q300	Cement : 300 kg of CPA 35	-	Two hundred and thirty (230)	Twenty (20)
Q350	Cement : 350 kg of CPA 35	All sections of structures in reinforced concrete	Two hundred and seventy (270)	Twenty two (22)

The composition of C150 and C250 shall be such that the volume of medium and coarse gravels is double that of sand. The constituent parts of different concretes in sand, medium and coarse gravels and water shall be determined so as to obtain

- The strengths indicated in the table above.
- The slumps as measured by an A.S.T.M. cone, sufficient to facilitate good workability of the concrete.

The periods mentioned in the last paragraph of paragraph 32 of Article 8 of fascicule 65 of C.C.T.G. are respectively for the Contractor, fifty (50) calendar days, counting from the notice of approval of the contract, and for the Engineer, eight (8) calendar days, counting from the date of receipt of the Contractor's proposal.

The provisions in Article 12 to 15 of fascicule 65 of C.C.T.G., relating to the supervision and testing of concrete shall be completed as follows:

- The Contractor is responsible for undertaking study tests, in such a time, as such as to enable him to conform to his contractual obligations regarding the construction period whatever the results of these tests.
- The use of plastic moulds, whose characteristics should be agreed to by the Engineer, is authorized for the manufacture of concrete test cylinders. The transport of these elements for suitability tests, quality control and information, to the supervisory laboratory shall be undertaken through the Engineer's supervision and at his cost.
- The prismatic test elements for tension tests by bending should have a section of one hundred (100) square centimeters and fifty (50) centimeters in length. The test cylinders for compression tests shall have a diameter of 16 cm and a height of 32 cm.
- Only concrete of quality Q350 shall be subjected to study concerning the composition of concrete. The minimum number of concrete elements subject to for compression tests shall be as follows :

- compressive strength tests at seven (7) days : six (6) cylinders
- compressive strength tests at twenty eight (28) days : sixteen (16) cylinders

In the case where the results of the concrete testing should not satisfy the conditions numbered in paragraph 5 of Article 12 of fascicule 65 of C.C.T.G., the Contractor shall present a new concrete study which shall be submitted to the same tests.

- Only concrete of quality Q350 shall be subjected to suitability test. Before the start of the work, a test concrete for each concrete fabrication team shall be undertaken on site. A concrete fabrication team is considered as the sum of equipment either at a fixed location or moveable from one site to another, and served by a specific team. The minimum number of test elements subject to test shall be four (4) cylinders for the compressive strength tests at seven (7) days and ten (10) cylinders for the compressive strength tests at twenty eight (28) days. The Engineer shall be able to authorize the Contractor to start the actual manufacture of concrete if the tensile and compressive strengths at seven (7) days are at least equal to zero point eight (0.8) times the strength at twenty eight (28) days. If the strength at twenty eight (28) days is not equal to that required, the Contractor shall submit a new test after having achieved the necessary improvement.
- The quality control shall consist of concrete compression tests at twenty eight (28) days, of tension strength tests by bending also at twenty eight (28) days and of consistency measures for fresh concrete. The minimum number of test elements to be sampled and the minimum rate of sampling shall be as follows :
  - Concrete of quality Q350: compressive and tensile strength at twenty eight (28) days: four (4) cylinders and four (4) prismatic blocks per section of structure poured without stoppage.
- The strengths envisaged above shall be taken as follows :
  - Zero point eight five (0.85) of the arithmetic mean of the measurements taken when the number of measurements is less than twelve (12).
  - The arithmetic mean of the measurements reduced by zero point eight (0.8) of their standard deviation, when the number of measurements is greater than or equal to twelve (12). However, the result shall have a ceiling of zero point nine (0.9) of the arithmetic mean.

If the results obtained at twenty eight (28) days are insufficient, the Engineer shall be able to demand non destructive testing with a view to the estimation of the strength of the structure or one of its sections; these tests shall be at the Contractor's cost. In the light of the result of these additional tests, the Engineer shall decide what position to take with regard to the outcome of the structure.

#### **Construction of formwork and scaffolding**

Articles 16, 94 and 95 of fascicule 65 of C.C.T.G. shall apply.

The designs and calculations shall be submitted to the Engineer's approval before starting work within the same periods as those for the back-up calculations and the construction drawings of the structures. The vertical elements of the scaffolding shall be firmly braced in each direction. The successive horizontal elements shall be fixed to each other continuously from end to end, where they shall be firmly fixed to the existing stonework. No element shall be placed without a fixing device. At the positions where concentrated forces are exerted on insufficiently stiff elements, props should be able to spread the loads and prevent inclination. Any accidental failing in centering should be corrected. The use of bent elements or those having freedom of movement is forbidden. All the gaps which exist between the elements on the day of concreting shall be filled with mortar. Each week, the Contractor shall visit and if need be, strengthen the props. The wooden structures eventually to be used should be in conformance with the standards NF P21.202, and B.52.001.

The strengths envisaged above shall be taken as follows:

- the permissible limits of axial compression, bending and tension parallel to the grain shall be those resulting with reduction coefficient of zero point eight (0.8) and not those defined in Article 12 of the said standard;
- the permissible limits of longitudinal shearing stresses over a net section at the level of its central axis and of transverse compression stresses shall be those resulting from Article 9 of the standard mentioned with no reduction coefficient;
- The Contractor in each case shall be able to justify the assemblies by a load test, after prolonged loading accompanied by deformation measurements.

The Contractor shall be responsible for undertaking at his costs, any modifications to the structures which are required by the Engineer during the work, in the interest of safety.

The scaffolding should not be subject to deformations exceeding two (2) centimeters in any case. In order to measure the settlements of the scaffolding and deformations of the moulds, datum marks shall be installed by the Contractor at positions indicated by the Engineer, taking into consideration the deformation of the forms and scaffolding.

The tolerances for placing forms on different parts of the structures are as follows:

- five(5) centimeters in absolute value measured with respect to the general layout;
- two(2) centimeters in relative value measured between two positions of the forms of different sections of the same structure ;

All forms shall be leveled to a tolerance of plus or minus one ( $\pm 1$ ) centimeter. The widths or thicknesses between forms of different sections of the structures should not in any place show any digression greater than three (3) millimeters.

#### **Inner surfaces of form moulds**

The exposed faces shall be constructed using forms for smooth finished faces as defined in paragraph 16 of Article 17 of fascicule 65 of C.C.T.G. The interior facings of the structures shall be constructed, as defined in Article 17.1.5 of fascicule 65 of C.C.T.G. The vertical faces of the walls underground shall be constructed using ordinary forms, as defined in Article 17.1.4 of fascicule 65 of C.C.T.G.

The joints of the fair finished forms shall be arranged in an orderly fashion, and the arrangements for the joints shall be submitted to the Engineer's approval.

The forms for undressed smooth finished faces shall be formed in identical panels having the same number of previous uses, the wood being of the same type and thickness without nodes, and having a parallel grain; plastic coating at point should be provided and submitted for the Engineer's approval.

#### **Manufacture and transport of concrete**

Concrete shall be manufactured by the Contractor on the site or its immediate vicinity. The concrete shall be constructed by mechanically and simultaneously mixing all the constituents. The mechanical mixing concrete equipment shall be either with a vertical axis rotation or with spiral vanes. When the concrete manufacturing equipment is placed more than one and a half (1.5) meters in height above the transporting trucks a loading hopper for fresh concrete shall be provided with a fill and rapid emptying facility. The concrete constituents shall be introduced into the mechanical manufacturing equipment in the following order: large and medium aggregates, cement, and sand then water. The Contractor can only change this sequence if it is proven that a better homogeneity of the concrete results. In each case the manufacture of dry batches with the further addition of water is forbidden. The period of mixing shall be such that all the materials are suitably blended, and in any case should be subject to the Engineer's approval. The

appliances and arrangements concerning the use of admixtures shall be submitted for the Engineer's approval. The methods of placing shall afford quality as concerns:

- the precision and mix proportions of each mix ;
- the homogeneity of the blending of the admixture within each mix ;
- The measures taken to prevent accidents and mistakes.

The transport and placing by the use of a pump is forbidden. The maximum period between the manufacture and the placing of the concrete in the formwork and the means of offloading the concrete from trucks into the forms shall be subject to the Engineer's inspection. The latter shall be able to require results of an additional test concerning transported concrete. This test shall be at the Contractor's cost. In each case the manufacture of dry mixes with the external addition of water is forbidden.

#### **Placing and hardening of concrete**

Articles 22 of fascicule 65 of C.C.T.G. shall apply.

The placing of concrete of quality C150 shall be finished by tamping, that of quality C250 by vibration. High quality concrete shall be vibrated internally. The Contractor shall only commence pouring after the Engineer has checked the forms, scaffolding and reinforcement. The equipment shall be tested before the beginning of each pour. During the pouring of concrete the Contractor shall have available on site, a spare vibrator and standby energy supply capable of substituting for failed equipment.

The Contractor shall submit the concreting program for the Engineer's approval within a period of fifteen calendar days before beginning its implementation.

Only vibrators operating at frequencies between nine and twenty thousand (9 000 – 20 000) cycles per minute shall be used.

The finishing of the top slab shall be undertaken by surface vibration. The concreting program shall define the type, characteristics and number of vibration tools which shall be used for each concreting phase. The concreting program shall also indicate the arrangements and spacing between locations where vibrators should be applied for internal, surface or external vibration. For each tool, the period of application at each location shall be specified. The equipment shall be approved by the Engineer. The Contractor shall ensure that the implementation and supervision of the vibration is undertaken by adequate and competent personnel. The Contractor shall avoid excess vibration.

The Contractor shall propose the use of external vibrators each time that his method is deemed necessary to ensure good placing of concrete. The arrangements envisaged shall be approved by the Engineer.

Taking into consideration the climatic constraints under which the structures will be constructed the following precautions must be taken:

- avoiding the rapid loss of mixing water ;
- Maintaining the concrete at a moderate temperature.

In this respect, the Contractor shall pay particular attention to the curing of the concrete and shall submit to the Engineer's approval the specific measures which he proposes to undertake. These measures may be amongst others:

- continuous watering of the forms of elements freshly poured;
- the protection of exposed faces using netting or sucking which is maintained moist ;

- the spraying of a protective film (curing membrane) on exposed faces;
- etc.

The compaction of the concrete shall be carefully supervised and the Contractor shall have on site the necessary equipment in good operating order and operated by qualified personnel for placing the concrete. Without this, the Engineer shall be able to order the stoppage of the concrete work. The curing shall last at least seven (7) consecutive days.

#### **Treatment of facings**

For smooth finished or fair faces, undressed after striking they should be of uniform color, with no exposed aggregates and any retouching is strictly forbidden. The facings should have none of the following faults: badly formed or chipped arises, imprints of forms, cracks, visible air-holes or concrete joints. In particular leaving voids not specified in the construction drawings or cutting into a section of poured concrete, is forbidden.

Backfilled waterproofed facings, once the structure is finished shall be dressed down wherever exposed aggregates are visible at construction joints and then waterproofed with three (3) layers of one of the products defined in 3.2.15

#### **Rough stone masonry**

Stones shall be heavily watered on-the-job so as to be moist at the time of construction. The masonry shall be watered lightly but frequently so as to prevent too rapid drying. It shall be preserved from drying by all necessary means. These protective measures shall be taken thoroughly especially in the case of interruptions. When new masonry is built on old masonry, the adjoining surface shall be cleaned, watered and where necessary washed and repaired. Before use, mortar shall be place on mortar troughs or wooden, metallic or plastic areas and not on masonry. These areas shall be protected. It shall be forbidden to soften the mortar by adding water. When the Contractor is authorized either to place materials on fresh masonry or for workmen or wheel barrows to pass over it, necessary precautions shall be taken so as to prevent disturbance of the masonry. The movement of workmen or equipment shall be undertaken only on wooden planks. If the construction of masonry has to be stopped temporarily due to rain, the Contractor shall undertake protective measures such as placing matting which is kept dampened on the upper areas. On continuation, any unsuitable masonry shall be demolished and rebuilt.

Stones shall be placed on a bed of mortar in series. They shall be placed by hand and slid together so that mortar flows to the surface at all the joints. They shall be lightly tapped by hammer; those that break shall be replaced with new mortar. The joints and spacings well filled with mortar shall be filled with stone chips so wedged that each stone is always well surrounded by mortar. Chippings shall not be placed in exposed joints; these should not be greater than 0.03 meters in thickness. The exposed facings shall be constructed in stone. So as to ensure bonding between the finished faces and the rest of the masonry, at least one keyed stone for each square meter of facing shall be provided. The seatings of elements shall correspond to their seating in the quarry, the seating or faces being normal to the direction of compression. Placing randomly is forbidden. Mortar shall never be poured in a mass on the masonry but placed in mortar troughs and used up gradually. Stones shall be wedged as fully as possible in each direction so as to obtain good linkage in every direction, directional dispersion being undertaken gradually from the facings. The thickness of mortar in-between the joints shall be about 3 cm.

#### **Water tightness joints**

Water tightness joints will be used in the reinforced concrete apron used when the dam foundations are not directly on the bed rock. Immediately before sealing the joints shall be thoroughly cleaned of all laitance, curing compound and other foreign material. The joints faces shall be dry when the seal is



applied. Joints shall be inspected for proper width, depth and preparation and shall be approved by the Engineer before sealing is allowed.

A backing material shall be applied to control the depth of the sealant and to support the sealant against sag. The sealing compound shall be applied by means of pressure equipment that will allow the correct and complete filling of the joint without spilling the sealing compound.

Sealant which does not bond to the concrete surface of the joint walls, contains voids, or fails to set to a tact-free condition after polymerization will be rejected and replaced by the Contractor at no additional cost.

Before sealing the joints, the Contractor shall demonstrate that the equipment and procedures for preparing and placing the sealant will produce a satisfactory joint seal. This shall include the preparation of two small batches and the application of the resulting material.

#### Plumbing Works

Plumbing works here refer to:

- i) Sealing the pipes with glue and pointer outside and plastered inside them in the trenches.
- ii) Installation of fittings like couplings, tees, reducers.
- iii) Installation of branch accessories.

#### Pipes specifications

Pipes should meet the physical characteristics presented in table A below.

**Table A: Physical Characteristics of Pipes**

Internal $\phi$ & external $\phi$ (mm)	Thickness (mm)			Socket length (mm)	Nominal service pressure (bars)	Length of pipe (m)
	Minimum	Nominal	Maximum			
21 x 25	1.9	2.0	2.3	28	10	6
26.8 x 32	2.4	2.6	2.9	32	10	6
33.6 x 40	3.0	3.2	3.5	40	10	6
42 x 50	3.7	4.0	4.3	50	10	6
53 x 63	4.7	5.0	5.4	63	10	6
66.6 x 75	3.8	4.2	4.5	75	10	6
63.2 x 75	5.5	5.9	6.3	75	10	6
80.6 x 90	4.3	4.7	5.0	90	10	6
98.8 x 110		5.6			10	6

143.2 x 160		7.4			10	6
179 x 200		10.5			10	6
224.2 x 250		12.9			10	6

**Tolerances**Ovalization :  $\pm 1$  mmLength of pipe :  $\pm 1\% \Rightarrow \pm 6$  cmSocket length :  $\pm 0.6$  mm**Control tests for pipes****a) Length**

The tolerance for pipe lengths shall be  $\pm 1\%$  ( $\pm 6$  cm) for every 100 pipes, if the number of pipes not respecting this tolerance is less than 3 i.e. 3%, then the whole lot is considered okay, otherwise the supervisor could request that as many pipes be tested in the lot as possible.

**b) External diameter**

The tolerance shall be  $\pm 0.3$  mm for pipes of external diameters between 25 mm and 50 mm, and  $\pm 0.4$  mm for pipes between 63 mm and 75 mm diameters. Before reception, the supervisor shall verify the external diameters of 15 pipes for every 300 pipes. If 6 or more pipes do not meet the tolerance prescribed above, he reserves the right to reject the whole lot. If 5 pipes do not meet the tolerance above, 15 other pipes are selected at random from the same lot and verified. If the same results are obtained for 5 pipes, the whole lot is rejected.

**c) Thickness**

Thickness verification should adhere to the specifications presented on table B.

**Table B: Thickness verification**

No. of pipes in the lot	No. of pipes randomly selected for verification	No. of bad pipes X	
		Lot accepted if X max =	Lot rejected if X min =
100 – 199	10	2	3
200 – 299	15	3	4
300 – 499	20	3	4
500 – 899	25	5	6
899 – 1300	30	6	7
1300 – 3200	40	8	9

The Engineer shall carry out thickness verification in accordance with table B.

**d) Socket length**

The socket length has to be verified according to agreed norms. The value obtained should have the theoretical value of the diameter of the tube plus 1.3 mm. The tolerance shall be 0.6mm.

**e) Shrinkage cracks**

Shrinkage crack tests should be carried out according to agreed methods by the Engineer on a 15 – 30 cm long sample. No shrinkage cracks should occur if the pipe is at 90° to its horizontal axis. If this occurs for 15 samples representing a lot of 100 pipes, the lot shall be rejected.

**f) Internal pressure**

Pipe samples shall be subjected to 1.5 times the service pressure for duration of one hour. If one out of every five samples ruptures, another set of five is selected for a retest. If the second set respects the specified relation with the service pressure, the set is considered satisfactory. Otherwise, necessary adjustments are carried out to meet the required specifications, or the lot is rejected.

**g) Impact**

This test is carried out on three samples, one from each extremity and the third from the centre, all three, one meter long. Perpendicular masses are dropped from a height of one meter onto the samples as in table c.

**Table C: Impact test schedule**

Pipe external diameter	Mass (kg)
40	
63	5
75	7.5
90	7.5
110	
160	
200	
250	

The pipes are accepted if the percentages of broken pipes in the tested samples do not exceed 20%.

The contractor is requested to furnish the supervisor with all information (name, address, phone etc.) on the factory being used to procure pipes for this project.

When the pipes are checked and tested the contractor shall present to the supervisor a quality certificate from the manufacturer ascertaining that the pipes meet the required standards as described in the sections above. The contractor shall arrange for free access to the factory for the supervisor to enable him request as required for all factory tests described in the sections above to be carried out by the manufacturer.

The performance guarantee of works shall cover all defects in pipes, their handling and workmanship.

### **Fittings specifications**

The fittings required for these works, are those approved by the Engineer.

Contractors are required to strictly respect these specifications.

All fittings have to be approved by the supervisor before being used. All fittings not conforming to those specified in this table shall be rejected. The performance guarantee of works shall cover all defects on fittings, their handling and workmanship.

### **Construction methods**

The soil in the bottom of the trench shall be lightly scarified before placing the pipe or other elements.

During transport, storage, and assembling of piping elements care shall be taken to avoid soil and other contamination from entering the system.

Laying of the pipes, assembling of pipes and all other works, directly related to the piping works, shall only be executed during dry weather conditions.

Pipe elements and connecting accessories shall be assembled in such a way that no tension can occur in the separate elements.

Only skilled plumbers shall be employed on any plumbing work.

Pipe joints, reducers, tees, etc. shall be connected in conformity with the manufacturer's prescriptions.

Payments shall be made at the contract's unit price. This unit price shall be full compensation for the provision, transportation, installation and testing of all piping material including the installation of all accessories like couplings, tees, reducers, etc. etc.

This price shall also include full compensation for the inspection of excavations by third parties as well as the guidance of backfill activities by third parties.

Variations in quantities, which vary more than 15 percent from the quantities as mentioned in this document, shall be determined and compensated.

## **5 PROTECTION OF THE ENVIRONEMENT**

### **5.1 Site installation**

The contractor shall propose to the Engineer, before the beginning of works, the sites for his installations and shall obtain authorization.

The site shall be chosen outside sensitive areas so as to limit clearing and felling of trees. In the installation area, the cutting of trees of diameter measured at 1m from ground level superior to 20 cm shall be after authorization by the Engineer.

Drainage of the site should be adequate. Areas for the washing of machinery shall be concreted and soakaway pits for the collection of oil and grease shall be constructed. These areas shall have slopes to the soakaway pits and the pits shall be external to the platform so as not to allow the flow of polluting products to not concreted areas.

At the end of works, the contractor shall carry out all the necessary works to bring the site to its original state. The Contractor shall remove all his equipment and machinery. He shall demolish all fixed installations, such as foundations, supports in concrete or metal, etc. demolish concreted areas, decontaminate the soil. He shall not abandon any equipment or machinery on the site or nearby. The Contractor shall obtain site approval from the Engineer. Leveling shall be done so as to avoid standing water on the site and soakaway pits shall be constructed to avoid soil erosion.

After the removal of equipment and machinery, a statement is established under the responsibility of the control mission which notes the bringing of the site to its original state. This statement shall be attached to the statement of works reception. Payment for removal of equipment and machinery shall be done only after this statement is seen.

### **5.2 Opening of a temporary quarry**

The Contractor shall request the authorizations required by the following texts and regulations inforce:

Law N° 76/14 of 8 July modified and completed by that N° 90/021 of 10 August 1990.

Decree N° 88/772 of 16 Mai 1998 modified by Decree N° 89/674 of 13 April 1989.

Decree N° 90/1477 of 9 November 1990.

He shall be responsible for all the associated costs including exploitation taxes and the cost of compensating the land owners.

If new quarries are needed, the Contractor shall request the approval of the Engineer (verbal note inserted in the site report obligatory).

The following criteria shall be respected:

- distance of the site from the road at least 30 m ;
- distance of the site to a stream at least 100 m ;
- distance of the site from closest habitations at least 100 m ;
- surface to be discovered limited to a strict minimum ;
- Quality trees (approval of the Engineer) shall be preserved and protected.

Stockage sites shall be chosen so as not to obstruct normal water flow and shall be protected from erosion. The Contractor shall also request the approval of the Engineer for stockage sites (verbal note

inserted in the site report obligatory). If the sites proposed, the exploitation method and the intended developments do not conform to environmental directives, the Engineer shall not give his approval and the Contractor shall propose other sites or modify the exploitation method, or propose developments conforming to directives, without claiming any compensation.

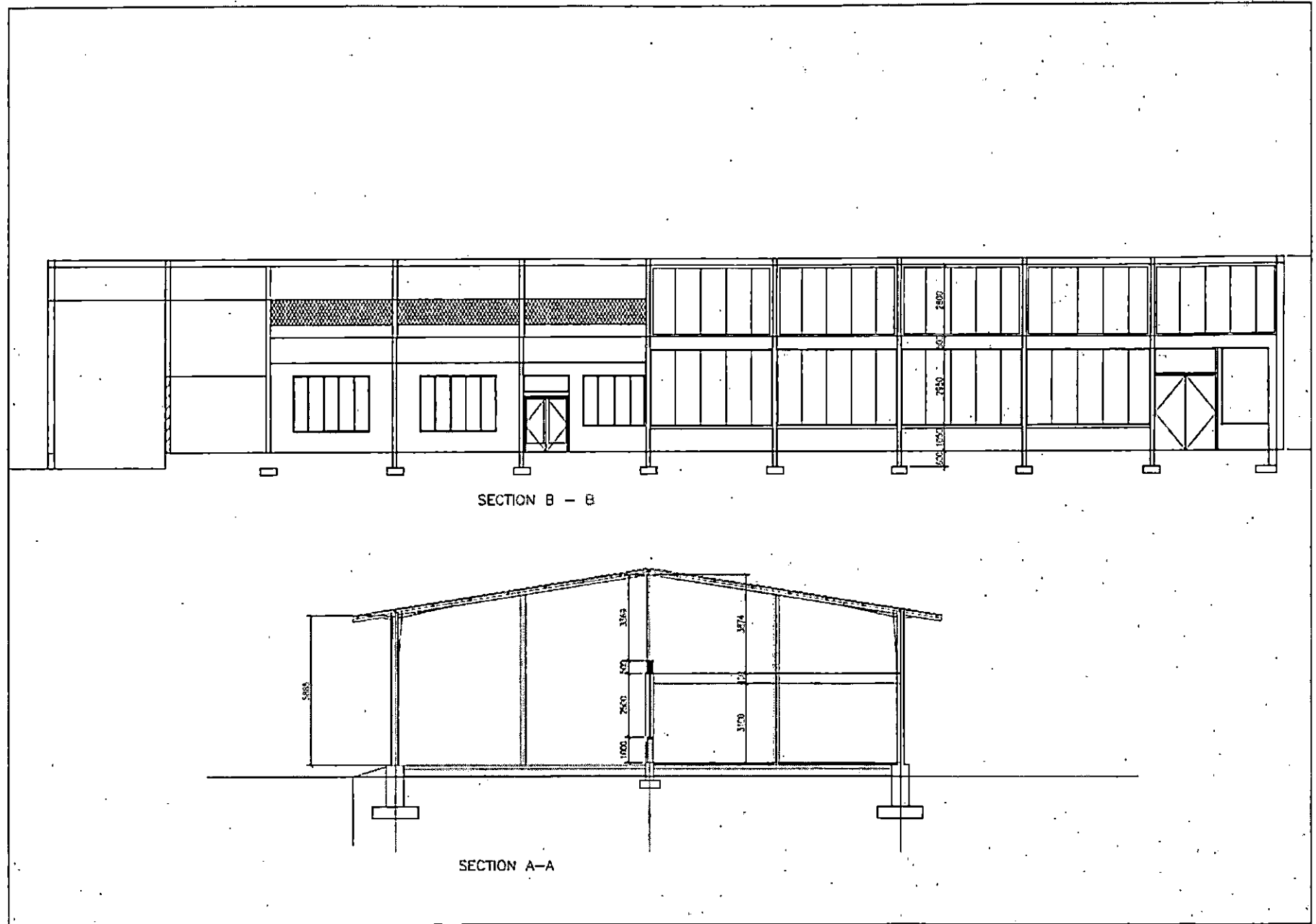
The Contractor shall be responsible for all the costs of exploitation of quarries and notably the opening and development of access roads, clearing and tree felling, the removal of top soil or undesired matter and their transportation to areas outside the limits of the quarries, as well as development works concerning the protection of the environment.

The Contractor shall carry out at the end of works, works necessary to bring the site to its original state. These works comprise:

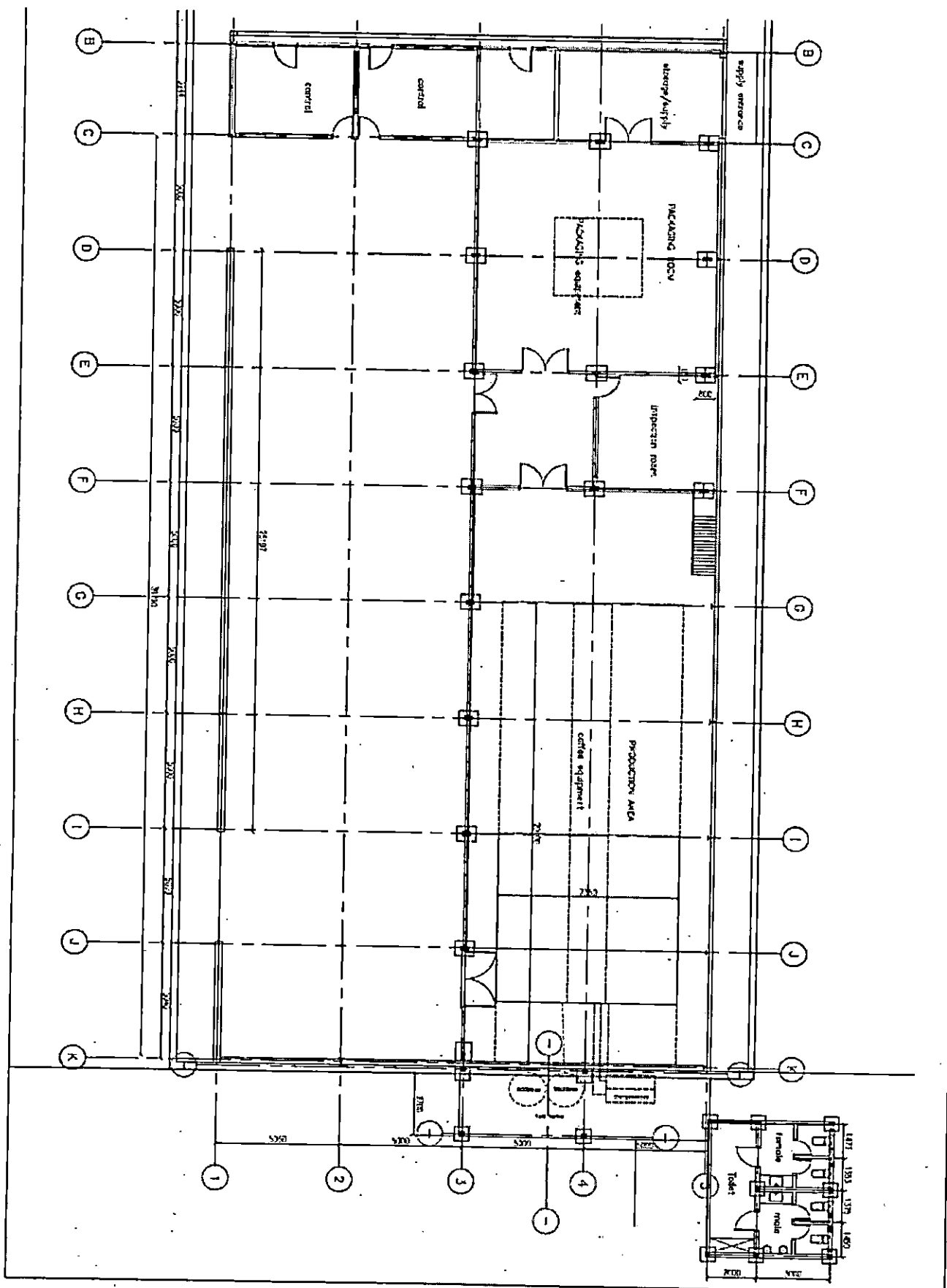
- spreading of quarry material and the spreading of topsoil so as to facilities infiltration of water, the planting of grass and plants ;
- the reestablishment of natural previous water flow channels and the provision of gutters for run-off ;
- The suppression of the deteriorated aspect of the site by the scattering of large rocks.

After bringing the site to its original state in conformity with prescriptions, a statement is established and final payment shall be done only after this statement is seen.

<b>Drawings</b>
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<b>Supplementary Information</b>
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## **PART 3 – Conditions of Contract and Contract Forms**



## **Section VII. General Conditions (GC)**

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

These **General Conditions** 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 **GC** can be used for both smaller ad measurement contracts and lump sum contracts.



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## Section VII. General Conditions

Name of Employer: **GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)**

Name of Contract: **CONSTRUCTION OF 03 SMALL IRRIGATION SCHEMES WITHIN SANTA/TUBAH PRODUCTION BASIN**

These **General Conditions (GC)**, read in conjunction with the **Particular Conditions (PC)** and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.

These **GC** can be used for both smaller admeasurement contracts and lump sum contracts.

### 1. General Provisions

#### 1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include **Particular Conditions**, and these **General Conditions**, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

#### 1.1.1 The Contract

1.1.1.1 "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 "Contract Agreement" means the contract agreement referred to in GC Clause 1.6 [Contract Agreement].

1.1.1.3 "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

- 1.1.1.4 "Letter of Bid" means the document entitled letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.5 "Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 "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.
- 1.1.1.7 "Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 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.
- 1.1.1.10 "Bid" means the Letter of Bid and all other documents which the Contractor submitted with the Letter of Bid, as included in the Contract.
- 1.1.1.11 **PC means Particular Conditions**
- 1.1.2 Parties and Persons**
- 1.1.2.1 "Party" means the Employer or the Contractor, as the context requires.
- 1.1.2.2 "Employer" means the person named as employer in the **Particular Conditions** and the legal successors in title to this person.
- 1.1.2.3 "Contractor" means the person(s) named as contractor in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 "Project Manager" is the person named in the **PC** (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.
- 1.1.2.5 "Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.6 "Bank" means the financing institution (if any) named in the **PC**.
- 1.1.2.7 "Borrower" means the person (if any) named as the borrower in the **PC**.
- 1.1.2.8 The "Adjudicator" is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in **GC** Clause 1.32.
- 1.1.3 Dates, Tests, Periods and Completion**

- 1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Bid.
- 1.1.3.2 “Commencement Date” means the date notified under the PC.
- 1.1.3.3 “Completion Date” means the date for completion of the Works, or a Section (as the case may be) as certified by the Project Manager, in accordance with GC Clause 7.1.1, and as stipulated in the PC.
- 1.1.3.4 “Test on Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Certificate of Completion of the Works”.
- 1.1.3.5 “Taking-Over Certificate” or “Certificate of Completion of the Works” means a certificate issued under GC Clause 7.1 [Completion].
- 1.1.3.6 “day” means a calendar day and “year” means 365 days.
- 1.1.3.7 “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.
- 1.1.4 Money and Payments**
- 1.1.4.1 “Initial 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.
- 1.1.4.2 “Contract Price” means the price defined in GC Clause 4.1 [Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 “Compensation Events” are those defined in GC Clause 4.7 [Compensation Events] hereunder.
- 1.1.5 Works and Goods**
- 1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

- 1.1.5.5 “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.
- 1.1.5.6 “Section” means a part of the Works specified in the PC as a Section (if any).
- 1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate, and as described in the PC.

#### **1.1.6 Other Definitions**

- 1.1.6.1 “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.6.2 “Country” means the country in which the Site (or most of it) is located.
- 1.1.6.3 “Force Majeure” is defined in GC Clause 6.1 [Force Majeure].
- 1.1.6.4 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.5 “Performance Security” means the security (or securities, if any) under GC Clause 4.15 [Securities].
- 1.1.6.6 “Site” means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PC as forming part of the Site.
- 1.1.6.8 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an experienced Contractor by the Base Date.
- 1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under GC Clause 4.3 [Variations].

#### **1.2 Interpretation**

- 1.2.1 Interpretation In the Contract, except where the context requires otherwise:
- (a) words indicating one gender include all genders;
  - (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
  - (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
  - (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

- (e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

1.2.2 The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.2.3 If sectional completion is specified in the PC, references in the GC 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).

### 1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PC; and
- (b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the PC. However:
  - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
  - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.

1.3.3 When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.

### 1.4 Law and Language

1.4.1 The Contract shall be governed by the law of the country or other jurisdiction stated in the PC.

The ruling language of the Contract shall be that stated in the PC.

The language for communications shall be that stated in the PC. If no language is stated there, the language for communications shall be the ruling language of the Contract.

- 1.4.2 Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

## **1.5 Priority of Documents**

- 1.5.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Bid,
- (d) the Particular Conditions
- (e) these General Conditions,
- (f) the Specification,
- (g) the Drawings, and
- (h) the Schedules and any other documents forming part of the Contract.

- 1.5.2 If an ambiguity or discrepancy is found in the documents, the Project Manager shall issue any necessary clarification or instruction.

## **1.6 Contract Agreement**

- 1.6.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the **Particular Conditions** establish otherwise. The Contract Agreement shall be based upon the relevant form provided in Section IX, Contract Forms. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

## **1.7 Assignment**

- 1.7.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:
- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and

- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

## **1.8 Care and Supply of Documents**

- 1.8.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager six copies of each of the Contractor's Documents.
- 1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

## **1.9 Confidential Details**

- 1.9.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.  
  
Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
- 1.9.2 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

## **1.10 Compliance with Laws**

- 1.10.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
- 1.10.2 Unless otherwise stated in the **Particular Conditions**:



- (a) the Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country, which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;
- (b) the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Employer's Country, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GC Clause 1.10.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to GC Clause 1.10.1 hereof.

#### **1.11 Joint and Several Liability**

- 1.11.1 If the Contractor is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract, unless otherwise specified in the PC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Employer.

#### **1.12 Inspections and Audit by the Bank**

- 1.12.1 The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.
- 1.12.2 The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, obstruction or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

**1.13 Project Manager's Decisions**

- 1.13.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

**1.14 Delegation**

- 1.14.1 The Project Manager may delegate any of his duties and responsibilities and may cancel any delegation after notifying the Contractor.

**1.15 Subcontracting**

- 1.15.1 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.

**1.16 Personnel and Equipment**

- 1.16.1 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.
- 1.16.2 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.

**1.17 Other Contractors**

- 1.17.1 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 PC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**1.18 Employer's and Contractor's Risks**

- 1.18.1 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.

**1.19 Employer's Risks**

- 1.19.1 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.
- 1.19.2 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.
- 1.20 Contractor's Risks**
- 1.20.1 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.
- 1.21 Insurance**
- 1.21.1 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 PC 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.

1.21.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Commencement 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.

1.21.3 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.

1.21.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

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

**1.22 Site Investigation Reports**

1.22.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PC, supplemented by any information available to the Bidder.

**1.23 Contractors to Construct the Works**

1.23.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

**1.24 The Works to Be Completed by the Intended Completion Date**

1.24.1 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.

**1.25 Approval by the Project Manager**

1.25.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

1.25.2 The Contractor shall be responsible for design of Temporary Works.

1.25.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 1.25.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 1.25.5 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.
- 1.26 Safety**
- 1.26.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 1.27 Discoveries**
- 1.27.1 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.
- 1.28 Possession of the Site**
- 1.28.1 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 PC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 1.29 Access to the Site**
- 1.29.1 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.
- 1.30 Instructions**
- 1.30.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 1.31 Appointment of the Adjudicator**
- 1.31.1 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 PC, to appoint the Adjudicator within 14 days of receipt of such request.

- 1.31.2 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 PC at the request of either party, within 14 days of receipt of such request.

**1.32 Procedure for Disputes**

- 1.32.1 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.
- 1.32.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 1.32.3 The Adjudicator shall be paid by the hour at the rate specified in the PC, together with reimbursable expenses of the types specified in the PC, 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.
- 1.32.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PC.

**2. Time Control**

**2.1 Programme**

- 2.1.1 Within the time stated in the PC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Programme 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 Programme shall be consistent with those in the Activity Schedule.
- 2.1.2 An update of the Programme 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.
- 2.1.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the PC. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the PC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme 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.

- 2.1.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

## **2.2 Extension of the Intended Completion Date**

- 2.2.1 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.

- 2.2.2 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.

## **2.3 Acceleration**

- 2.3.1 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.

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

## **2.4 Delays Ordered by the Project Manager**

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

## **2.5 Management Meetings**

- 2.5.1 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.

- 2.5.2 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.

**2.6 Early Warning**

2.6.1 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.

2.6.2 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.

**3. Quality Control**

**3.1 Identifying Defects**

3.1.1 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.

**3.2 Tests**

3.2.1 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.

**3.3 Correction of Defects**

3.3.1 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 PC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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.

**3.4 Uncorrected Defects**



- 3.4.1 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.

#### **4. Cost Control**

##### **4.1 Contract Price**

- 4.1.1 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.
- 4.1.2 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.

##### **4.2 Changes in the Contract Price**

- 4.2.1 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.
- 4.2.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Programme 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.
- ##### **4.3 Variations**
- 4.3.1 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.
- 4.3.2 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.

4.3.3 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.

4.3.4 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.

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

4.3.6 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 GC Clause 4.2.1 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.

#### 4.4 Cash Flow Forecasts

4.4.1 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.

#### 4.5 Payment Certificates

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

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

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

4.5.4 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.

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

4.5.6 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.

#### **4.6 Payments**

4.6.1 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 interest on the late payment in the next payment. Interest 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 interest for commercial borrowing for each of the currencies in which payments are made.

4.6.2 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 interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

4.6.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

4.6.4 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.

#### **4.7 Compensation Events**

4.7.1 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 GC Clause 1.29.
- (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.

4.7.2 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.

4.7.3 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.

4.7.4 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.

#### 4.8 Tax

4.8.1 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 GC Clause 4.10.

**4.9 Currencies**

- 4.9.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

**4.10 Price Adjustment**

- 4.10.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PC. 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 coefficients<sup>18</sup> specified in the PC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

- 4.10.2 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.

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<sup>18</sup> 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 is added to the Contract Price.

**4.11 Retention**

4.11.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the **PC** until Completion of the whole of the Works.

4.11.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with **GC** Clause 7.1.1, 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.

**4.12 Liquidated Damages**

4.12.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the **PC** 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 **PC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

4.12.2 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 interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GC** Clause 4.6.1.

**4.13 Bonus**

4.13.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **PC** 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.

**4.14 Advance Payment**

4.14.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PC** by the date stated in the **PC**, 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.

- 4.14.2 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.
- 4.14.3 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.
- 4.15 Securities**
- 4.15.1 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 PC, 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.
- 4.16 Dayworks**
- 4.16.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 4.16.2 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.
- 4.16.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 4.17 Cost of Repairs**

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.

## **5. Staff and Labour**

### **5.1 Forced Labour**

5.1.1 The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

### **5.2 Child Labour**

5.2.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

### **5.3 Workers' Organizations**

5.3.1 In countries where the relevant labour laws recognize workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organisations are expected to fairly represent the workers in the workforce.

### **5.4 Non-Discrimination and Equal Opportunity**



- 5.4.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on inherent requirements of the job shall not be deemed discrimination.

## **6. Force Majeure**

### **6.1 Definition of Force Majeure**

6.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

### **6.2 Notice of Force Majeure**

6.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

6.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

- 6.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract

**6.3 Duty to Minimise Delay**

- 6.3.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

- 6.3.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**6.4 Consequences of Force Majeure**

- 6.4.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GC Clause 6.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GC Clause 1.32.1 [Procedure for Disputes] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under GC Clause 2.2 [Extension of the Intended Completion Date], and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of GC Clause 6.1 [Definition of Force Majeure] and, in the case of GC Clause 6.1.1(d)(ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GC Clause 1.21 [Insurance].

- 6.4.2 After receiving this notice, the Project Manager shall proceed in accordance with GC Clause 1.13 [Project Manager's Decisions] to agree or determine these matters.

**6.5 Force Majeure Affecting Subcontractor**

- 6.5.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

**6.6 Optional Termination, Payment and Release**

- 6.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GC Clause 6.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in

accordance with GC Clause 7.5.5.

6.6.2

Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

6.7

**Release from Performance**

6.7.1

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GC Clause 6.6 [Optional Termination, Payment and Release] if the Contract had been terminated under GC Clause 6.6.

## **7. Finishing the Contract**

### **7.1 Completion**

- 7.1.1 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.

### **7.2 Taking Over**

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

### **7.3 Final Account**

- 7.3.1 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.

### **7.4 Operating and Maintenance Manuals**

- 7.4.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PC.
- 7.4.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PC pursuant to GC Clause 7.4.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PC from payments due to the Contractor.

### **7.5 Termination**

- 7.5.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 7.5.2 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 Programme 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 PC; or
- (h) if the Contractor, as determined by the Employer, based on reasonable evidence, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GC Clause 7.6 [Fraud and Corruption].

7.5.3 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 GC Clause 7.5.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

7.5.5 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.

## **7.6 Fraud and Corruption**

7.6.1 If the Employer determines that the Contractor 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 GC Clause 7.5 [Termination] shall apply as if such expulsion had been made under GC Clause 7.5.2.

7.6.2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, coercive or obstructive practice during the execution of the work then that employee shall be removed in accordance with GC Clause 1.16.2.

7.6.3 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank Financing), as well as bidders, suppliers, and contractors, and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts<sup>19</sup>. In pursuance of this policy, the Bank:

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<sup>19</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

- (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 party<sup>20</sup>;
  - (ii) "Fraudulent Practice" is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party<sup>21</sup> to obtain financial or other benefit or to avoid an obligation;
  - (iii) "Collusive Practice" is an arrangement between two or more parties<sup>22</sup>, designed to achieve an improper purpose, including to influence improperly the actions of another party; and
  - (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 party<sup>23</sup>;
  - (v) "obstructive practice" is
    - (v.1) 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
    - (v.2) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under clause 1.12 [Inspections and Audits by the Bank]

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<sup>20</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>21</sup> For the purpose of this sub-paragraph, "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.

<sup>22</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>23</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

- (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 misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of such Financing engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices during the procurement or the implementation of that contract, without the Borrower 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 a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures<sup>24</sup>, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded Bank-financed contracts and (ii) to be a nominated<sup>25</sup> sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be included in bidding documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit the Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

#### 7.7 Payment upon Termination

- 7.7.1 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

<sup>24</sup> A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

<sup>25</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid; or (ii) appointed by the Borrower."



certificate and less the percentage to apply to the value of the work not completed, as indicated in the PC. 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.

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

**7.8 Property**

- 7.8.1 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.

**7.9 Release from Performance**

- 7.9.1 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.

**7.10 Suspension of Bank Financing**

- 7.10.1 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 GC Clause 4.6.1, the Contractor may immediately issue a 14-day termination notice.

**7.11 Eligibility<sup>26</sup>**

<sup>26</sup> For the purposes of Eligibility, the provisions of the Bank's *Rules and Procedures for Procurement of Goods and Works* have been presented in detail at Section V, Eligible Countries.

- 7.11.1 The Contractor shall have the nationality from an eligible country of the Bank in accordance with the Bank's **Rules and Procedures for Procurement of Goods and Works**, as listed in Section V, Eligible Countries. The Contractor shall be deemed to have the nationality of a country if the Contractor 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.
- 7.11.2 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment and services.
- 7.11.3 For purposes of GC Clause 7.11.1, "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.

## Section VIII. Particular Conditions

<b>1. General Provisions</b>	
<b>GC 1.1.2.2</b>	The Employer is: <b>MINISTRY OF AGRICULTURE AND RURAL DEVELOPMENT / GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)</b> AYABA STREET, OPPOSITE MANSFIELD PLAZA HOTEL P.O BOX 1116 BAMENDA, TEL:(+237) 33 36 10 07, FAX: (+237) 33 36 16 65
<b>GC 1.1.2.4</b>	The Project Manager is: [insert name, address, and telephone, cable, facsimile numbers and e-mail]
<b>GC 1.1.2.6</b>	The Bank is: <b>AFRICAN DEVELOPMENT FUND</b>
<b>GC 1.1.2.7</b>	The Borrower is: <b>GOVERNMENT OF CAMEROON</b>
<b>GC 1.1.3.2</b>	The Commencement Date shall be: <b>from the date of notification to start work</b>
<b>GC 1.1.3.3</b>	The Completion Date for the whole of the Works shall be: <b>Six (06) months</b>
<b>GC 1.1.5.6</b>	If Sections are to be used: <b>N/A</b>
<b>GC 1.1.5.8</b>	The Works consist of: <b>BUILDING TO ACCOMODATE THE COFFEE PROCESSING UNIT FOR NWCA</b> Duration 06 months
<b>GC 1.1.6.6</b>	The Site is located at: <b>NWCA Bamenda</b>
<b>GC 1.2.3</b>	Sectional Completions <b>shall not be</b> applicable:
<b>GC 1.2.4(i)</b>	The following documents also form part of the Contract: <b>Original bid documents, Performance document</b>
<b>GC 1.3.1(a)</b>	The Electronic Transmission System is: <b>email</b>
<b>GC 1.3.1(b)</b>	The Employer's address for the purpose of communications is: <b>GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)</b> AYABA STREET, OPPOSITE MANSFIELD PLAZA HOTEL P.O BOX 1116 BAMENDA, TEL:(+237) 33 36 10 07, FAX: (+237) 33 36 16 65  The Contractor's address for the purpose of communications is: [state full address, telephone, fax and e-mail]
<b>GC 1.4.1</b>	The governing law is that of: <b>Cameroon</b> The ruling language is: <b>English</b>

	The language for communications is: <b>English</b>
<b>GC 1.6.1</b>	The Parties <b>shall</b> enter into contract within 28 days after the Contractor receives the Letter of Acceptance.
<b>GC 1.10.2(a)</b>	Permits, approvals and/or licenses, or public service undertakings to be acquired by the Employer: <b>NOT APPLICABLE</b>
<b>GC 1.10.2(b)</b>	Permits, approvals and/or licenses, or public service undertakings to be acquired by the Contractor: <b>NOT APPLICABLE</b>
<b>GC 1.11.1</b>	The individuals or firms in a joint venture, consortium or association <b>shall be</b> severally liable.
<b>GC 1.17.1</b>	Schedule of Other Contractors: <b>[insert detailed Schedule of Other Contractors, if appropriate]</b>
<b>GC 1.21.1</b>	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <b>[insert amounts]</b> (b) for loss or damage to Equipment: <b>[insert amounts]</b> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <b>[insert amounts]</b> (d) for personal injury or death: (i) of the Contractor's employees: <b>[insert amount]</b> (ii) of other people: <b>[insert amount]</b>
<b>GC 1.22.1</b>	Site Investigation Reports shall include: <b>Take off quantities, Geotechnical report, Borrow pits reports</b>
<b>GC 1.28.1</b>	The Site Possession Date(s) shall be: <b>date of site installation</b>
<b>GC 1.31.1 &amp; 1.31.2</b>	Appointing Authority for the Adjudicator: <b>Regional Delegate of Public works Northwest [insert name of Appointing Authority, together with full address and contact details]</b>
<b>GC 1.32.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>[insert details of hourly fees and types reimbursable expenses]</b>
<b>GC 1.32.4</b>	Institution whose arbitration procedures shall be used: The competent Court in Cameroon: Court of First Instance Bamenda The place of arbitration shall be: Yaounde - Cameroon
<b>3. Time Control</b>	
<b>GC 2.1.1</b>	The Contractor shall submit for approval a Programme for the Works within <b>30</b> days from the date of the Letter of Acceptance.
<b>GC 2.1.3</b>	The period between Programme updates is <b>monthly</b> The amount to be withheld for late submission of an updated Programme is: <b>25,000 FCFA per day delayed</b>
<b>3. Quality Control</b>	
<b>GC 3.3.1</b>	The Defects Liability Period is: <b>12 months</b>
<b>4. Cost Control</b>	

<b>GC 4.9.1</b>	The currency of the Employer's country is: FCFA
<b>GC 4.10.1</b>	The Contract <b>shall not</b> be subject to price adjustment, in accordance with GC Clause 4.10.1, and the following information regarding <b>shall not</b> apply. The Index I for local currency shall be: N/A
<b>GC 4.11.1</b>	The proportion of payments retained is: <b>ten percent (10%)</b>
<b>GC 4.12.1</b>	The Liquidated Damages for the whole of the Works are <b>0.05%</b> of the final Contract Price, per day. The maximum amount of Liquidated Damages for the whole of the Works is <b>10 %</b> of the final Contract Price.
<b>GC 4.13.1</b>	Not applicable
<b>GC 4.14.1</b>	The Advance Payment shall be 20% of the contract price in FCFA and shall be paid to the Contractor no later than: <b>45 days against a submission of an advance payment guarantee of an equivalent amount</b>
<b>GC 4.15.1</b>	The Performance Security amount is: <b>5% of the Contract Price</b> in the form of: (a) Bank Guarantee: <b>5% and amount(s)</b> ; or performance bond (5% of the amount)
<b>7. Finishing the Contract</b>	
<b>GC 7.4.1</b>	The date by which operating and maintenance manuals are required shall be: <b>three months to the end of the contract period</b> The date by which "as built" drawings are required shall be: <b>at presentation of last bill after provisional reception</b>
<b>GC 7.4.2</b>	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GC Clause 7.7.1 shall be: <b>1,500,000 FCFA</b>
<b>GC 7.5.2 (g)</b>	The maximum number of days is: <b>DAYS EQUIVALENT TO 10% OF CONTRACT AMOUNT AS PENALTY BECAUSE OF DELAYS IN EXECUTION</b>
<b>GC 7.7.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, shall be: <b>10 % percentage</b>

**Section IX. Contract Forms**

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

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## 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] ..... for the amount of ..  
 ..... [insert amount (s) in figures and words and name(s) of currency(ies)], as corrected  
 and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of [insert amount (s) in  
 figures and words and name(s) of currency(ies)] within 28 days<sup>27</sup> in accordance with the  
 Conditions of Contract, using for that purpose the Performance Security Form included in  
 Section IX (Contract Forms) of the Bidding Document.

We accept the appointment of [Employer to insert full name and address of alternative  
 appointee proposed by Bidder in Letter of Bid] as the Adjudicator. / We do not accept the  
 appointment of [Employer to insert full name and address of alternative appointee  
 proposed by Bidder in Letter of Bid] as the Adjudicator. And, consequently, the provisions  
 of GC Clause 1.31 shall apply.<sup>28</sup>

Authorized Signature: .....

Name and Title of Signatory: .....

<sup>27</sup> Or, the alternative deadline stipulated in the Particular Conditions.

<sup>28</sup> Use one of the two options as appropriate.



Name of Agency: .....

Attachment: Contract Agreement

## Contract Agreement

THIS CONTRACT AGREEMENT is made on the [ insert: number ] day of [ insert: month ],  
[ insert: year ].

BETWEEN

- (1) **GRASSFIELD SUPPORT PROJECT FOR RURAL INFRASTRUCTURES AND PARTICIPATORY DEVELOPMENT (GRASSFIELD II)**, a Project Implementation Unit under the tutelage of the Ministry of Agriculture and Rural Development (MINADER) of the Government of Cameroon, (hereinafter called "the Employer"),

and

- (2) [insert name of the Contractor], a corporation incorporated under the laws of [insert: country of Contractor] and having its principal place of business at [insert: address of Contractor] (hereinafter called "the Contractor").

WHEREAS the Employer invited bids for the Works, described as [insert brief description of the Works] and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein; and the Employer agrees to pay the Contractor 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.

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.

Agreement to be executed in accordance with the laws of the Republic of Cameroon on the day, month and year indicated above.

Signed by:

Signed by:

For and on behalf of the GRASSFIELD II

for and on behalf the Contractor

In the presence of:

in the presence of:

**Witness, Name, Signature, Address, Date**

**Witness, Name, Signature, Address, Date**

## Option I: Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (e.g., day, month, and year)]

Bidding Process Reference: [insert no. and title of bidding process]

Bank's or insurance company Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Employer]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of the Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the execution and completion of [insert description of the Works] and the remedying of any defects therein (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 bidder, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)<sup>29</sup> in figures and 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 declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

<sup>29</sup> The Bank shall insert the amount(s) specified in the PC and denominated, as specified in the PC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer.

This Guarantee shall expire no later than the [insert number] day of [insert month], [insert year],<sup>30</sup> 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, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank]

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<sup>30</sup> 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."

## Advance Payment Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (e.g., day, month, and year) of Bid Submission]

Bidding Process Reference: [insert number and title of bidding process]

[bank's letterhead]

**Beneficiary:** [insert legal name and address of Employer]

**ADVANCE PAYMENT GUARANTEE No.:** [insert Advance Payment Guarantee no.]

We have been informed that . . . . . [insert name of the Contractor]. . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . [insert reference number of the Contract]. . . . . dated [insert day and month], [insert year]. . . . . with you, for the execution of . . . . . [insert 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 . . . [insert currency and amount in figures]<sup>31</sup>. . . . . ([insert currency and amount in words]. . . . .) is to be made against an advance payment guarantee.

At the request of the bidder, we . . . . . [insert name of the Bank]. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . [insert currency and amount in figures]\*. . . . . ([insert currency and 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 performing his obligations under the Contract or 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 . . . . . [insert Contractor's account number]. . . . . at . . . . . [insert name and address of the Bank]. . . . .

<sup>31</sup> 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

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 . . . , . . .<sup>32</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded..

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

**Note –**

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

<sup>32</sup> 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 [insert number of months], 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

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

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

Date: \_\_\_\_\_ [insert date (e.g., day, month, and year)]

RETENTION MONEY GUARANTEE No.: [insert Retention Money Guarantee no.]

We have been informed that \_\_\_\_\_ [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ [insert reference number of contract] dated \_\_\_\_\_ [insert date] with you, for the execution of \_\_\_\_\_ [insert 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 Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert either "the second half of the Retention Money"; 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"] is to be made against a Retention Money guarantee.

At the request of the bidder we \_\_\_\_\_ [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [insert amount in figures] ( ) [insert amount in words]<sup>1</sup> upon receipt by

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money 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.



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 payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_ [insert Contractor's account number] at \_\_\_\_\_ [insert name and address of the Bank].

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

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

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

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